

**AN AGREEMENT**

**between**

**THE CITY OF PARMA**

**and**

**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION  
(PATROLMEN)**

**EFFECTIVE: February 12, 2016**  
**EXPIRATION: December 31, 2017**

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**ARTICLE 1            PREAMBLE**

1.01            This Agreement is hereby entered into by and between the City of Parma, hereinafter referred to as "the Employer," and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as "the OPBA."

**ARTICLE 2            PURPOSE AND INTENT**

2.01            In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and uninterrupted efficient operations, the Employer now desires to enter into an Agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the City of Parma; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

**ARTICLE 3            RECOGNITION**

3.01            The Employer agrees that it has and will continue to recognize the OPBA as exclusive representative for negotiating wages and salaries, hours of work, and other terms and conditions of employment for all full-time patrolmen of the Police Department, excluding all part-time, seasonal and temporary employees.

3.02            The Employer will furnish the OPBA with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

**ARTICLE 4            DUES DEDUCTION**

4.01            During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the OPBA, and the regular monthly OPBA dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. No new authorization forms will be required from any employees in the Parma Police Department for whom the Employer is currently deducting dues.

4.02            The initiation fees, dues, or assessments so deducted shall be in the amounts established by the OPBA from time to time in accordance with its Constitution and Bylaws. The OPBA shall certify to the Employer, in advance of when amounts are due, the amounts due and the employees involved.

4.03 The Employer shall deduct dues, initiation fees or assessments in equal amounts from the first two pays in each calendar month. If an employee has no pay due on that pay date such amounts shall be deducted from the next or subsequent pay.

4.04 A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall, barring unusual circumstances, be tendered to the treasurer of the OPBA within thirty (30) days from the date of making said deductions.

4.05 The OPBA agrees to follow applicable state and federal laws regarding the deduction of fair share fees. The OPBA hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the OPBA shall indemnify the Employer for any such liabilities or damages that may arise. The OPBA shall provide the City, within thirty (30) days after communicating with fair share fee payers, if any, a copy of each communication, if any, relating to the deduction of fair share fees, provided, however, that the OPBA may delete any information which sets forth amounts of monies the OPBA spends in various categories or other specific information not necessary to comply with constitutional requirements.

4.06 All employees as defined in Article 3 of this Agreement who have completed sixty (60) days of employment with the Employer but who have not become or remained OPBA members shall pay a 'fair share service fee,' not to exceed the OPBA's regular monthly dues, as a condition of employment with the Employer. The Employer shall deduct fair share service fees in the manner specified in Section 4.03 above.

The deduction of a fair share service fee shall be automatic and does not require the written authorization of the employee. The Employer agrees to supply the OPBA with a list of those employees for whom fair share service fees have been deducted. A check in the amount of the total of the service fees withheld from the employees subject to fair service share fee deduction shall be tendered to the Treasurer of the OPBA within thirty (30) days of the date of making said deductions.

The OPBA hereby agrees to hold the Employer harmless from any and all liabilities for damages that may arise in performance of its obligations under this Section and the OPBA shall indemnify the Employer for any such liabilities or damages that may arise.

## **ARTICLE 5 MANAGEMENT RIGHTS**

5.01 Nothing in this Agreement shall be construed as delegating to others the authority conferred by law upon the Employer or in any way abridging or reducing such authority.

5.02 The OPBA recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct, or supervise the operations of the Employer and all of the employees are vested solely and exclusively with the Employer and/or his designated representatives.

5.03 Not by way of limitation, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire and transfer employees; 2) discharge, suspend, or discipline employees for just cause; 3) determine the number of persons required to be employed, laid off or discharged; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) transfer or subcontract work; 14) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; and 15) terminate or eliminate all or any part of its work or facilities.

5.04 In addition, the OPBA agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure.

## **ARTICLE 6 TOTAL AGREEMENT**

6.01 This Agreement represents the entire agreement between the Employer and the OPBA and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, upon seven (7) day advance notice to the OPBA, except in emergencies.

## **ARTICLE 7 LEGISLATIVE APPROVAL**

7.01 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

**ARTICLE 8           NON-DISCRIMINATION**

8.01           The Employer and the OPBA agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, sex or disability.

8.02           The OPBA expressly agrees that membership in the OPBA is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

**ARTICLE 9           GENDER AND PLURAL**

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

**ARTICLE 10          HEADINGS**

10.01          It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said article nor affect any interpretation of any such Article.

**ARTICLE 11          OBLIGATION TO NEGOTIATE**

11.01          The Employer and the OPBA acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed bylaw 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.

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

## **ARTICLE 12            CONFORMITY TO LAW**

12.01            This Agreement shall be subject to and subordinated to any present and future Federal, State and Local Laws, along with any applicable Rules and Regulations, and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

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

## **ARTICLE 13            NO STRIKE**

13.01            The Employer and the OPBA agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the OPBA to avoid work stoppages and strikes.

13.02            Neither the OPBA nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement. A breach of this Article shall be sufficient grounds for discipline.

13.03            The OPBA shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage any attempt to prevent any violation of this Article. In the event of a violation of this Article, the OPBA shall promptly notify all employees in a reasonable and expeditious manner within a twenty-four hour period that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer is in violation of this Agreement, unlawful, and not sanctioned or approved of by the OPBA. The OPBA shall order the employees to return to work immediately.

13.04            The Employer shall not lock out any employees for the duration of this Agreement.

## **ARTICLE 14            EMPLOYEE RIGHTS**

14.01            An employee has the right to the presence and advice of an OPBA representative and/or an attorney at all disciplinary hearings and/or disciplinary interrogations. Such rights shall not be exercised for the purpose of creating unreasonable delay. All representation by employees shall take place on employees' time off.

14.02 An employee who is to be questioned as a suspect in an investigation of any criminal charge against him shall be advised of his constitutional rights before any questioning starts.

14.03 An employee will be informed of the nature of any investigation of himself prior to any questioning.

14.04 Any complaints by civilians shall be reduced to writing and provided to the employee within ten (10) scheduled work days, unless the complaint raises allegations of criminal activity. It is understood that the employee shall not contact the complaining party personally prior to any disciplinary action, and the Employer shall interview the complaining party directly, prior to any discipline being implemented.

14.05 An employee may request an opportunity to review his personnel file, add pertinent response to the file clarifying any documents contained in the file and may have a representative of the OPBA present when reviewing his file. An Employer representative shall be present when an employee reviews his file. A request for copies of items included in the file shall be honored. Copies will be made at employee's cost. An employee may request removal of specific items in his file, which request will be considered by the Employer in its sole discretion. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition, if any.

14.06 At the employee's request, on or about March 1 of each year, written reprimands and written records of verbal reprimands which have not, of themselves, been the basis for more serious discipline, and written documents concerning compliments or commendations, any of which is dated more than five (5) years prior thereto, shall be removed from an employee's personnel file and shall, thereafter, not be considered as a basis for assessing discipline or degree of discipline in any pending or future disciplinary actions against that employee. Written records of suspensions of three (3) days or less which have not, of themselves, been a basis for more serious discipline, any of which is dated more than eight (8) years prior thereto, shall be removed from an employee's file and shall, thereafter not be considered as a basis for assessing discipline or degree of discipline in any pending or future disciplinary action against that employee. Upon such removal, the Employer shall, to the extent permitted under state law, destroy said records in a timely fashion.

14.07 Employees will be notified in writing within forty-eight (48) hours of any inquiry made by third parties (non-employees of the City) to view their personnel file. Upon request of the affected employee, all items that are copied and transmitted per such inquiry will be copied and transmitted to the affected employee.

14.08 In the event the Employer intends to lay off any member of the Bargaining Unit, the Employer shall give the affected employee or employees notice of such layoff not less than twenty (20) calendar days in advance of the first day on which the layoff is to become effective and implemented.

## ARTICLE 15            ASSOCIATION REPRESENTATION

15.01            The parties recognize that it may be necessary for an employee representative of the OPBA to leave a normal work assignment while acting in the capacity of representative. The OPBA recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time away from work by representatives.

15.02            Before leaving an assignment or post pursuant to this section, the on-duty representative must obtain approval from the officer in charge of the shift. The Employer will compensate an on-duty representative at the normal rate for the time spent in the processing of grievances provided the request is made in good faith and at any meetings at which the Employer requests the representative to be present. All other time away from work will be without pay.

15.03            Directors of the Union shall receive a total of one hundred (100) hours, annually, for Union leave. Any unused time shall be rolled over to the following year to a maximum of two hundred (200) hours.

## ARTICLE 16            SICK LEAVE

16.01            Sick leave shall be defined as an absence with pay necessitated by: (1) illness or injury to the employee; (2) exposure by the employee to contagious disease communicable to other employees; or (3) serious illness, pregnancy, injury, or death in the employee's immediate family where the employee's presence is reasonably necessary.

16.02            All full-time employees shall earn sick leave at the rate of 4.6 hours for each 80 hours of service and may accumulate such leave without limit.

16.03            Sick leave may be used in segments of not less than one (1) hour.

16.04            Before an absence may be charged against accumulated sick leave, the Safety Director may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by and paid for by the Employer. In any event, an employee absent for more than two (2) consecutive work days may be required to supply a physician's report to be eligible for paid sick leave, unless waived by the Safety Director.

16.05            The Safety Director may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

16.06            If an employee fails to submit adequate proof of illness or injury or in the event such proof as is submitted or upon the request of medical examination, the Chief and/or Safety Director finds there is not satisfactory evidence of illness or injury sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

16.07 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

16.08 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, parents, step-children, or current mother-in law or father-in-law residing with the employee.

16.09 Upon the retirement of a full-time employee who has not less than ten (10) years of continuous service with the Employer and who has qualified for retirement benefits from the State of Ohio Police and Fireman's Disability and Pension fund, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement, multiplied by one third, (1/3) of his total accumulated unused sick leave up to 2160 hours (720 hours maximum).

16.10 Employees with accumulated sick leave may take off two (2) "Personal Health" days per calendar year to be used at the discretion of the employee (provided it will not reduce manpower below designated minimums) and to be charged against accumulated sick leave. Use of "Personal Health" days shall not be counted in regards to qualifying for Sick Leave Bonus under Article 17 or sick leave conversion under Article 17.

#### **ARTICLE 17 SICK LEAVE BONUS**

17.01 If, during any quarter of a year, an employee does not use any sick leave benefits, that employee shall receive one and one-half (1-1/2) days straight time pay to the employee's compensatory time account.

17.02 The Sick Leave Bonus year will run from the date of last sick leave use to use of next sick leave.

17.03 The benefits of this paragraph shall be suspended for 2016. Effective January 1, 2017, employees shall have the option of converting accumulated sick leave into pay at the rate of two (2) accumulated sick leave hours for one (1) hour of pay. The maximum pay available shall be forty (40) hours per calendar year. The conversion applies only to sick leave earned within the calendar year and must be requested in writing by the employee on or before November 30th. The payment shall be made in the first pay period in December.

#### **ARTICLE 18 FUNERAL LEAVE**

18.01 Employees shall be granted thirty-two (32) hours funeral leave time off with pay for the purpose of attending the funeral, which shall not be charged against sick leave, in the event of a death of a spouse, child, step-child, spouse's grandparent, parent or current mother-or father-in-law, brother, sister, grandparent, current sister-, brother-, daughter-, or son in-law.

18.02 Employees will be permitted with proper authorization to take additional days for funeral leave when necessary which shall be charged against any accumulated leave at the employee's discretion.

**ARTICLE 19        HOLIDAYS**

19.01        All full-time employees shall receive the following paid Holidays:

New Year's Day	Election Day
Presidents Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Veterans Day
Independence Day	Christmas
Labor Day	Martin Luther King, Jr. Day
Employee's Birthday	

Any member of the bargaining unit who works any of the holidays listed below shall be paid time and one half the member's regular straight time rate. The holidays shall be considered as starting at 0000 hours and ending at 2400 hours. Any hours worked during this time period shall be paid at time and one half unless the employee is scheduled to not work the day but works the hours on overtime, when such payment shall be double time.

New Year's Day	Thanksgiving Day
Christmas Day	Independence Day
Easter Sunday	Labor Day

19.02        Beginning on January 1 of each year, all full-time employees shall be credited with, as compensation for the Holidays set forth in this Article, one hundred and four (104) hours of compensatory time which shall be taken within the year the holiday falls. In the event the employee has not taken such holiday time off by December 1st of each year, it shall be transferred to his accumulated compensatory time. In the event that an employee leaves employment during the year, any unused holiday time corresponding to any holiday(s) which has not occurred at that point in time shall be lost; and, if he has taken holiday time off for holidays which have not yet occurred, the Employer will be reimbursed by the Employee, and the Employer may deduct such sums from the final paycheck. During an employee's last six (6) years of service with the City, prior to entering the "Drop" program or retirement, the employee may elect to convert holiday time to cash as the holiday occurs, to be paid in the employee's regular paycheck.

**ARTICLE 20        VACATION**

20.01    Definitions:

- A.    Vacation leave means leave with pay granted to full-time employees of the bargaining unit as a reward for satisfactory service and as an incentive for future service. Vacation leave is earned in each calendar year and is to be taken only in the following calendar year. Vacations are not cumulative and must be taken in the calendar year as due, except as otherwise provided herein.

- B. Continuous employment means, for purposes of vacation leave, an employee's period of employment with the Employer in which he is continuously employed by the Employer, including authorized leaves of absence and/or period when the employee is laid off due to a reduction of employees in the bargaining unit, provided however, such layoff time does not exceed one year. Should the layoff period exceed one year, the rehiring of such employee shall constitute the start of a new period of employment for purposes of continuous service which the Employer. The period of layoff or authorized leaves shall not be considered as a break in service, however, time spent on leave or layoff shall not be credited towards continuous service.

20.02 Employees shall receive vacation leave according to the following formula:

- A. Each employee who has completed less than one year of continuous employment beginning with the first date of his employment shall receive one workday off for each month worked but not more than eight work days, with pay, and these days shall be taken in the following calendar year. The first full calendar year thereafter that the employee works, he shall be credited in the following calendar year with a full two week vacation, with pay, and thereafter.
- B. Each employee of the bargaining unit who has completed six (6) years of continuous employment beginning with his first date of employment shall receive three weeks vacation with pay after such anniversary date.
- C. Each employee who has completed thirteen (13) years of continuous employment beginning with the first date of employment shall receive four weeks vacation, with pay, after such anniversary date.
- D. Each employee who has completed eighteen (18) years of continuous employment beginning with the first date of employment shall receive five weeks vacation, with pay, after such anniversary date.
- E. Each employee who has completed twenty-two (22) years of continuous employment beginning with the first date of employment shall receive six weeks vacation, with pay, after such anniversary date.

20.03 The time of taking of vacations shall be subject to the approval of the appropriate department personnel. Vacation taken in one (1) week increments shall normally be scheduled between an employee's days off. Any vacation not taken during the year in which it was accumulated may not be taken thereafter, except that additional vacation granted on November or December of any year may be taken in the subsequent calendar year.

20.04 During an employee's last one, two or three years of service with the Employer, the employee, at his discretion, may work his scheduled vacation at the straight-time rate of pay. An employee who elects this option shall receive each year's pay divided into 26 parts, and each part shall be added to the employee's regular bi-weekly salary. If an employee does not retire as scheduled, this option may not be exercised again.

20.05 If an employee becomes ill or injured prior to a scheduled vacation leave, then upon prior written request to the Chief, and with his approval, an employee will be able to reschedule the vacation leave. If an employee becomes ill or injured during a scheduled vacation period, other than a duty injury, he shall continue out the vacation period as scheduled before he is eligible to take sick leave.

## ARTICLE 21 OVERTIME

21.01 All employees in the bargaining unit shall, for work actually performed in excess of forty (40) hours each seven (7) day work period, will be entitled to overtime pay or compensatory time compensation.

21.02 As used in this section, the calculation of overtime hours shall only include holiday, vacation, compensatory time and hours actually worked.

21.03 Employees who work overtime shall be compensated at a rate of one and one-half times (1-1/2) their normal hourly rate of pay, which shall include the employees' longevity compensation. Employees may, at the time overtime is worked, elect to be compensated for the overtime in either cash payment paid with the normal payroll or receive compensatory time off. If no election is made, the overtime shall be paid with the next available payroll. Any employee working for another employee, who was granted time off and works to maintain minimum manpower requirements, will receive straight time pay; and the hours so worked will not count as "hours worked" for purposes of computing overtime pay.

21.04 Employees may accumulate up to four hundred-eighty (480) hours of compensatory time. Compensatory time not used within three (3) years shall be converted to cash at the employee's current rate of pay.

21.05 An employee who, upon resignation, death, or retirement has accumulated overtime due him shall be paid for such accumulated overtime at the salary rate in effect on the day of separation from employment.

21.06 There shall be no pyramiding of overtime payments with any other payments.

21.07 There shall be no adjustments made in the regular schedules of employees in an attempt to avoid overtime, except for the purposes of scheduling training if notification is given thirty (30) days prior to the scheduled training.

21.08 Employees will be scheduled for 2080 hours per calendar year. At the conclusion of each calendar year, each employee's payroll records will be reviewed. Consistent with current practice, employees who have worked regularly scheduled hours in excess of 2080 hours will be paid at the overtime rate for all such excess of regularly-scheduled hours worked, and employees who have worked less than 2080 hours per their regular schedule, will be required to use a time-off benefit (other than sick leave) to make up the difference to 2080 hours. Such review and final payment adjustment will be completed no later than March 1<sup>st</sup>.

**ARTICLE 22            LONGEVITY**

22.01            All employees shall receive longevity payments after the completion of the required length of continuous full-time service pursuant to the following schedule:

After five (5) years	\$400	per year
After ten (10) years	\$800	per year
After fifteen (15) years	\$1200	per year
After twenty (20) years	\$1600	per year
After twenty-five (25) years	\$2000	per year

22.02            Longevity payments shall be made in a lump sum in a separate check on the basis of the completion of a full year of service and shall be paid on the day nearest the middle of the month earned or on a pro rata basis in conjunction with regular pay periods at the option of the employee. After five (5) years of employment, if an employee terminates employment on other than his anniversary date, a final longevity payment will be made, prorated on the basis of the number of months worked.

22.03            Any layoff in excess of one year or any authorized leave of absence shall be considered as a break in service in the determination of continuous service except that such time spent in layoff or on leave of less than one year shall not be credited in calculating length of service.

**ARTICLE 23            UNIFORM MAINTENANCE ALLOWANCE**

23.01            All newly hired probationary employees shall receive a uniform and maintenance allowance within thirty (30) days of their date of appointment in the amount of one thousand two hundred dollars (\$1,200.00). Probationary employees otherwise eligible shall not receive an additional uniform maintenance allowance in 2016. Effective January 1, 2017, probationary employees shall receive one (1) additional uniform maintenance allowance of one thousand four hundred dollars (\$1,400.00) payable in the calendar year following their date of appointment, but not until they have advanced to solo patrol.

The Employer shall continue to supply the employee with a service weapon, handcuffs, flashlight, baton and a breast and hat badge. All newly hired probationary employees who do not complete the first year for any reason shall return all uniforms paid for or supplied by the Employer.

23.02            Non-probationary employees shall not receive an annual cash payment pursuant to this paragraph in 2016. Effective January 1, 2017, all non-probationary employees shall receive an annual cash payment of one thousand four hundred dollars (\$1,400.00), payable by May 15th, of each year.

23.03 This allowance shall be for the purpose of maintaining uniforms and for the purpose of securing additional or replacement uniforms or equipment as required.

23.04 The Employer agrees that there will be no changes made in the patrolmen's uniform during the term of this Agreement.

#### ARTICLE 24 INSURANCE

24.01 The Employer shall maintain the insurance benefits in effect on the date of ratification of this Agreement unless otherwise modified per the Insurance Committee referenced in §24.02 of this Article. The current benefits include the following employee contributions:

- A. MMO 90/10 Plan

	Monthly Premiums
Single	\$62.67
Family	\$158.42
  
- B. MMO 80/20 Plan

	Monthly Premiums
Single	\$18.18
Family	\$52.30
  
- C. Kaiser

	Monthly Premiums
Single	\$44.00
Family	\$100.00
  
- D. Assurant Dental

	Monthly Premiums
Single	\$2.63
Family	\$7.54
  
- E. Union Eye Care

	Monthly Premiums
Single	\$0
Family	\$0

New hires shall receive the appropriate medical insurance coverage on the first day of hire.

24.02 The Employer reserves the right to continue to self-insure or utilize an insurance carrier, at its discretion, to provide such coverage. The Union shall be eligible to participate in the Insurance Committee as provided in the collective bargaining agreement between the Employer and the I.A.F.F.

24.03 The Employer shall provide and pay the cost of the existing \$25,000.00 Life Insurance Policy.

24.04 Retiree healthcare benefits for employees retiring prior to February 1, 2008 shall be in accordance with the Settlement Agreement referenced in Appendix C. Employees retiring after January 31, 2008 shall not be entitled to healthcare benefits under this collective bargaining agreement.

**ARTICLE 25 TRAINING AND EDUCATION**

25.01 Any employee who is required, as a condition of employment, to attend training sessions or seminars shall be compensated at the appropriate rate of pay for time in attendance at such training or seminar. Travel time to and from such training or seminars shall be considered as time worked and employees shall be compensated in accordance with the following schedule:

Local Schools (outside Parma or Parma Hts.)	1 hour each way
Columbus Area Schools	3 hours each way
London Schools	4 hours each way

25.02 Any employee who has enrolled in a law enforcement course who shows proof of such enrollment and has scheduled said course so as not to interfere with his normal working hours shall not have his working hours changed unless the needs of the Department requires same as determined by the Chief.

25.03 Any employee considering enrolling in a law enforcement course may request a change in working hours so as to attend such course. Such request shall be made in writing and shall be approved by the Chief and/or the Safety Director.

25.05 The Employer shall reimburse all employees for costs incurred for books and tuition for any successfully completed course related to police and law enforcement curriculums that had prior approval by the Safety Director and Chief of Police. Such reimbursement is contingent upon attaining a 2.0 grade point average or better. Upon the successful completion of the course, the books will be turned over to the police library.

**ARTICLE 26 SALARY SCHEDULE AND SUPPLEMENTS**

26.01

There shall be no wage increase in 2015. Effective January 1, 2015, wages shall be as follows:

a)	First year of service . . . . .	\$47,062.08
b)	Second year of service . . . . .	\$49,829.52
c)	Third year of service . . . . .	\$52,598.26
d)	Fourth year of service . . . . .	\$59,129.46
e)	Fifth year of service . . . . .	\$65,712.40

Effective January 1, 2016, there shall be a one percent (1.0%) wage increase as follows:

a)	First year of service .....	\$47,532.70
b)	Second year of service .....	\$50,327.82
c)	Third year of service .....	\$53,124.24
d)	Fourth year of service .....	\$59,720.75
e)	Fifth year of service .....	\$66,369.52

Effective January 1, 2017, there shall be a two percent (2.0%) wage increase as follows:

a)	First year of service .....	\$48,483.35
b)	Second year of service .....	\$51,334.38
c)	Third year of service .....	\$54,186.72
d)	Fourth year of service .....	\$60,990.90
e)	Fifth year of service .....	\$67,696.91

26.02 When it is deemed necessary by the Director of Public Safety or his or her appointee to have a bargaining unit employee act in the capacity of sergeant of a uniform patrol shift or a detective acting as Officer-In-Charge of the Detective Bureau, such bargaining unit employee shall be compensated at the Sergeant's rate of pay for each hour worked in such capacity. This compensation will be paid as earned.

26.03 When it is deemed necessary by the Director of Public Safety to appoint additional patrolmen to the Detective Bureau, SWAT and public relations duties, such patrolmen shall receive, in addition to their regular compensation, the sum of forty dollars (\$40.00) per month, while actually performing such duties. Employees assigned to motorcycle patrol shall receive a monthly stipend in the amount of twenty-five (\$25.00) dollars, thirty-five (\$35.00) dollars or forty-five (\$45.00) dollars, depending upon level of accident investigation training as set forth in Department Policy. Employees who are required to carry a pager while on off-duty status shall receive additional compensation as follows: Twenty dollars (\$20.00) per week.

26.04 All employees shall receive a shift differential in the amount of twenty-five (\$.25) cents per hour for all hours worked on a shift commencing on or after 2:00 p.m.

26.05 Employees assigned to be Field Training Officers (FTO) shall be paid one (1) hour over-time each day the employee is assigned and works with a trainee.

26.06 Any member of the bargaining unit who is called in to report to duty at a time he is not scheduled shall be paid a minimum of three (3) hours at the overtime rate of pay. Any employee who is called within two (2) hours of commencing their tour of duty shall be paid overtime for the times between being called in and the start of their tour of duty.

26.07 Any member of the bargaining unit who is put on standby or on-call while off duty has the option of responding to the station during these standby/on-call hours. Should this option be exercised, employees shall be entitled to overtime for hours worked in the standby/on-call status.

26.08 Employees shall receive compensatory time off for the successful qualification with their pistol. Such amount shall be awarded annually and be determined by Departmental Policy, which shall not be less than sixteen (16) or more than fifty (50) hours.

26.09 In addition to other compensation set forth herein, employees shall receive a one-time, annual education bonus for having received a college degree from an accredited institution in a course of study deemed by the Director of Public Safety to be police-related. This payment shall be: (a) \$500.00 for an Associate Degree or (b) \$1,000.00 for a Bachelor's Degree, provided that only one payment shall be made per employee regardless of the number of degrees he may attain. Employees having such degrees on January 1, 1995, shall be deemed eligible for payment; however, no course of study for any future degrees by current employees nor degrees for future employees shall be deemed eligible unless the Safety Director has, in writing, approved the course of study for the specific individual as being police-related.

#### **ARTICLE 27 MISCELLANEOUS**

27.01 In any instance where the Employer sends an employee for a medical examination, the Employer shall pay the cost of the examination.

27.02 As determined by the City, employees may be paid either by direct deposit, payroll debit card, hand delivery (being issued the paycheck at the work site during their work shift), or by direct mail. The Employer will make reasonable effort to issue pay every other Thursday or Wednesday, if Thursday is a holiday.

27.03 The OPBA will be allowed one (1) locked bulletin board for official OPBA notices. The bulletin board will be located in the Squad Room. The OPBA and the Mayor will be the sole holders of the keys to the board.

27.04 Upon written request to and the approval of the Chief of Police, employees, upon retirement after at least twenty (20) years of service, may be permitted to retain their badge and service weapon. The Chief shall not unreasonably withhold his approval of such requests.

27.05 In addition to such salary or compensation as may be provided for elsewhere, there shall be paid to the employees in the Division of Police who are not furnished Employer-owned vehicles for use in the performance of their duties, mileage at the rate set by Employer Ordinance for City Hall employees for all mileage so traveled, when so authorized.

27.06 Whenever an employee participates in administering deadly force, the employee shall be notified by the Employer to obtain suitable counseling from a counselor acceptable to the Employer, and paid for at the Employer's expense. For purposes of this Section, the counselor who participates in the Employer's current health insurance program will be deemed acceptable to the Employer. Upon the recommendation of the counselor, the employee will be allowed up to five (5) days off, with pay, not to be deducted from any other benefits. This paid time off may be extended at the Employer's sole discretion.

27.07 After an officer has been assigned a shift according to the existing yearly bid procedure, the Employer may change his shift only for reasons of conduct, performance, or shift strength. Before such shift change may be effective, for conduct or performance reasons, the officer shall have been given a notice and a prior reasonable opportunity to address his conduct or performance as they may relate to the reason for the change.

27.08 Any officer with less than five (5) years seniority shall not be entitled to participate in shift bidding.

27.09 Employees attending to duties outside the City shall be reimbursed without necessity of receipts in the amount of five dollars (\$5.00) for breakfast; ten dollars (\$10.00) for lunch; twenty dollars (\$20.00) for dinner.

27.10 Employees will be granted military leave pursuant to the terms of Ohio Revised Code Section 5923.05.

## ARTICLE 28 COURT TIME

28.01 Employees shall receive, providing the court time does not abut the employee's regularly scheduled workday, a minimum court time paid at their appropriate rate of compensation with the following minimum amounts:

- |    |                    |                 |
|----|--------------------|-----------------|
| a) | Municipal Court    | two (2) hours   |
| b) | Common Pleas Court | three (3) hours |

## ARTICLE 29 INJURY LEAVE

29.01 An employee who is disabled as a result of the performance of hazardous duties, as defined below, either on or off regular hours of duty, if such disability prevents him from performing his duties, shall be paid his regular compensation during the continuance of such service-related disability, but for a period not to exceed 180 calendar days from the date such service-related disability was incurred. During such injury leave, compensation shall be paid in accordance with this section whether or not the regular employee has accumulated sick leave. Hazardous duties include, but are not limited to, apprehension of or attempted apprehension of suspects, active participation in prevention of crimes, and the pursuit of suspects. In those cases where the Employer appeals a claim, and where an employee's injury prohibits him from working "light-duty" or "TWL", and the only medically approved treatment is surgery or an MRI is

required to determine the type of treatment and injury, the one hundred eighty (180) day time limit be extended from the date of the Employer's appeal to the date of initial determination by Workers' Compensation, providing the approval was not delayed by the employee or employee's physician.

29.02 An employee who obtains a paid leave under this Article shall file for workers' compensation and sign a waiver assigning to the Employer those sums of money (temporary total disability benefits) he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this Article.

29.03 Injured employees shall submit a request to the Safety Director to receive injury leave pursuant to the terms of this Article. The Safety Director shall determine if the employee is eligible to receive benefits under this Article. If the employee disagrees with the Safety Director's determination, he may file a grievance at Step 4 of the Grievance procedure as defined herein.

29.04 The Employer may require an employee on injury leave to work "light duty" or a "temporary work level" program in accordance with current Department Policy.

#### **ARTICLE 30 LABOR/MANAGEMENT MEETINGS**

30.01 In the interest of sound labor/management relations, unless mutually agreed otherwise, twice each year on a mutually agreeable day and time, The Safety Director and/or an appropriate designee(s) shall meet with not more than four (4) representatives of the OPBA to discuss pending problems or issues of concern and to promote a more harmonious labor/management relationship.

30.02 It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

30.03 Up to two (2) employee representatives, who are scheduled to be at work during the time of labor/management committee meetings, shall be allowed to attend the meetings with no loss of pay. It is further agreed that any on duty employee may be required to return to work if an emergency arises during the meeting.

#### **ARTICLE 31 DURATION OF AGREEMENT**

31.01 This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the OPBA and, except as otherwise noted herein, shall become effective upon ratification or the issuance of a conciliator's award and shall remain in full force and effect until December 31, 2017.

31.02 An arbitrator-conciliator appointed pursuant to the provisions of Chapter 4117 of the Revised Code shall have the authority to order increases in wage rates and other economic items in the fiscal year in which the arbitrator-conciliator is appointed.

## ARTICLE 32            PROBATIONARY PERIOD

32.01            All newly hired employees will be required to serve a probationary period of two (2) years or two (2) years following the employee's certification upon graduating from the designated police training academy, whichever is later. During such period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through any Grievance or Arbitration Procedures contained herein or to any Civil Service Commission.

32.02            All newly promoted employees will be required to serve a promotional probationary period of one (1) year. During such period, the Employer shall have the sole discretion to demote such employee(s) to his previous position and any such demotion shall not be appealable through any Grievance or Arbitration Procedures contained herein nor to any Civil Service Commission.

## ARTICLE 33            PROMOTIONS

33.01            All promotions to the rank of Sergeant shall be made in accordance with the following provision, notwithstanding any Civil Service Laws or Regulations that may be inconsistent herewith.

33.02            A Civil service examination shall be given and a promotional list of successful applicants shall be compiled in accordance with the Rules and Regulations of the Civil Service Commission, except that no employee shall be eligible to take the Sergeant's exam without having completed five (5) years in the rank of Patrol Officer by the time of the written examination. Upon the compiling of such a list, the Civil service Commission shall provide the Safety Director with the names of the three (3) highest scorers on the list, in alphabetical order.

33.03            A Promotional Board consisting of five (5) persons shall be created as follows: (a) the Police Chief; (b) the Safety Director; (c) a Captain, (chosen at random by Chief and OPBA Director); (d) an employee from the rank where the vacancy exists, (chosen at random by Chief and OPBA Director); and (e) one representative from Uniform Patrol, (who has completed 10 years of service with Parma Police Department at time of test and is not on active promotional list). A new board will be chosen after every appointment or appointments as needed.

33.04            The Promotional Board shall conduct oral interviews of the three (3) individuals whose names were supplied by the Civil Service Commission. The Board shall evaluate the individuals and recommend the individual it deems most qualified for the position. The Employer shall then appoint such individual to the position as soon as reasonably practicable. The Promotional Board shall develop such administrative procedures necessary to fulfill its duties pursuant to this Article. Board decisions shall be by majority vote from a secret written ballot. In the event more than one (1) vacancy exists for promotion, an additional name for each additional vacancy shall be supplied at the rate of one (1) additional name for each additional vacancy (e.g. 3 vacancies shall require 5 names).

33.05 All newly hired Sergeants shall be sent to a state certified police supervisors school prior to completion of their probationary period.

#### ARTICLE 34 FAMILY MEDICAL LEAVE

34.01 Employees may be granted time off without pay pursuant to the Family Medical Leave Act of 1993 (FMLA) and the Employer may exercise such rights as provided in said Act concerning the use of family medical leave.

#### ARTICLE 35 DISCIPLINE

35.01 This procedure shall apply to all non-probationary employees covered by this Agreement.

All employees shall have the following rights:

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

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

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

35.05 Where the Employer seeks to impose disciplinary action, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested.

35.06 Discipline shall not be implemented until either:

1. the matter is settled, or
2. the employee fails to file a grievance within the time frame provided by this procedure, or
3. the grievance is denied at Step 3 of the Grievance Procedure.

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

1. the employee has a right to object by filing a grievance within five (5) working days of receipt of the Notice of Discipline;
2. the Grievance Procedure provides for a hearing by an independent arbitrator as its final step;
3. the employee is entitled to representation by a Union representative at every step of the proceeding;

35.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph .12, until the matter is processed through Step 3 of the Grievance Procedure.

35.09 The following administrative procedures shall apply to disciplinary actions:

- A. The Employer and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The Employer is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the Employer may offer a proposed disciplinary penalty. The employee must be advised before meeting that she/he is entitled to representation by the Union during the initial discussion.
- B. If a mutually agreeable settlement is not reached at this informal meeting the Employer will, within ten (10) working days, prepare a formal Notice of Discipline and present it to the employee. If no informal meeting is held, the Employer may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.
- C. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the Safety Director, pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 within five (5) working days from receipt of the Notice of Discipline.

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

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

35.12 An employee may be suspended with pay at any time during the process. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 3 of the Grievance Procedure.

35.13 All appeals of disciplinary actions taken against any non-probationary employees shall only be appealed through the Grievance and Arbitration Procedures herein contained and shall not be appealed to any Civil Service Commission.

## ARTICLE 36 GRIEVANCE PROCEDURE

36.01 Every employee shall have the right to present his grievance in accordance with the Procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except at Step 1, shall have the right to be represented at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step on this procedure.

36.02 For the purposes of this procedure, the below listed terms are defined as follows:

- a) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- b) Grievant - The "grievant" shall be defined as any employee, 'group of employees within the bargaining unit or the OPBA.
- c) Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the grievant.
- d) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays and the Holidays as provided in this Agreement.

36.03 The following procedures shall apply to the administration of all grievances filed under this procedure.

- a) Except at Step 1, all grievances shall include: the name and position of the grievant; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place; the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the grievance and the redress sought by the grievant.
- b) Except at Step 1, all decisions and appeals shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant.

- c) If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.
- d) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration and having said matter informally adjusted without the intervention of the OPBA, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final. Said adjustment shall not create a precedent or ruling upon the Employer in future proceedings.
- e) The grievant may be represented at any step of the grievance procedure after Step 1, providing such representative is approved of and authorized by the OPBA.
- f) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step in the grievance procedure. The time limits specified for either party may be extended only by written mutual agreement.
- g) The preparation of grievances shall be conducted on non-working hours, except when circumstances require that they be prepared on work time. Processing of grievances shall be construed as the attendance at or presentation of grievances at the formal steps in the grievance procedure.
- h) This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.
- i) Probationary employees shall not have the right to utilize the provisions of the grievance procedure for the purpose of grieving probationary removals, demotions, or other actions.
- j) Appeals regarding denial of injury leave benefits as provided by this Agreement shall be initiated at Step 4 of this Procedure.

36.04 All grievances shall be administered in accordance with the following steps of the grievance procedure.

Step 1:

An employee who believes he may have a grievance shall notify his shift commander or captain of the possible grievances within five (5) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee within five (5) days of the notice of the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

Step 2:

If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Chief or his designee within five (5) days of the informal meeting or notification of the supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give the employee an answer. The Chief shall give his answer within five (5) days of the meeting.

Step 3:

If the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Safety Director within five (5) days from the date of the rendering of the decision at Step 2. Copies of the written decision shall be submitted with the appeal. The Safety Director or his designee shall convene a hearing within ten (10) days of the receipt of the appeal. The Safety Director, or his designee, shall issue a written decision to the employee and his representative, if any, within ten (10) days of the date of the hearing.

Step 4:

If the grievant is not satisfied with the written decision at the conclusion of Step 3, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision at Step 3. Copies of the written decisions shall be submitted with the appeal. The Mayor, or his designee, shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant, his OPBA representative, if the employee desires, and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or his designee shall issue a written decision to the employee and his OPBA representative within fifteen (15) days from the date of the hearing. If the grievant is not satisfied with the decision at Step 4, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

## **ARTICLE 37            ARBITRATION PROCEDURE**

37.01 In the event a grievance is unresolved after being processed through all steps of the grievance procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 4, the OPBA may submit the grievance to arbitration. There is hereby created a

permanent panel of arbitrators which shall consist of the following: (1) Alan Miles Ruben, Esq.; (2) James Mancini, Esq.; (3) Stewart W. Savage, Esq.; (4) Dennis Byrne; and (5) Nels Nelson, or other mutually agreeable arbitrator. The arbitrator will be chosen from the permanent panel of arbitrators by the alternative strike method with the OPBA striking first.

37.02 The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The arbitrator shall not decide more than one grievance on the same hearing day(s), except by mutual written agreement of the parties. This arbitration provision is limited to those grievances arising from the misinterpretation or misapplication of the specific and express written terms of this Agreement.

37.03 The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

37.04 The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the arbitration. Neither party shall be responsible for any of the expenses incurred by the other party.

37.05 An employee requested to appear at the arbitration hearing by either party and whose presence is necessary shall attend without the necessity of subpoena. The Employer shall compensate those employees who were on duty at the time of the arbitration hearing at their regular hourly rate for all hours during which their attendance is requested by the OPBA, provided the request is made in good faith. At no time shall the number of employees in attendance exceed three (3) employees. It is agreed that the calling of witnesses shall not interfere with the operations of the Department.

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

37.07 The OPBA 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 OPBA failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration procedures contained in this Agreement.

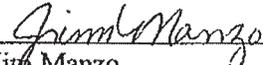
ARTICLE 38 EXECUTION

38.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this \_\_\_\_\_ day of April, 2016.

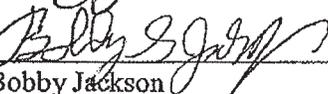
FOR THE OPBA:

By:

  
Norm Kekic

  
Jim Manzo

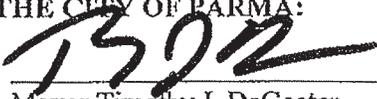
  
Greg Kohler

  
Bobby Jackson

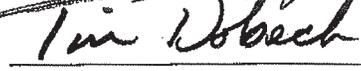
  
S. Randall Weltman, Esq.  
Attorney for the OPBA

FOR THE CITY OF PARMA:

By:

  
Mayor Timothy J. DeGeeter

  
Michael C. O'Malley, Safety Director

  
Timothy G. Dobeck, Law Director

  
Jon M. Dileno, Esq.  
Labor Counsel for the City of Parma

NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

You are hereby notified that your Employer proposes to take the following disciplinary action against you:

You have certain rights regarding the appeal of the above proposed disciplinary action. Please read the attached information regarding these rights.

---

CHIEF OF POLICE or  
SAFETY DIRECTOR

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To The Employee:

This form must be returned within five (5) working days to the Safety Director if you want to appeal the proposed disciplinary action.

I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE

I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING REASONS:

(If more space is needed, attach extra sheets of paper)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

### EMPLOYEE RIGHTS

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

If, after reading your rights and discussing the matter with your Union representative, or an attorney at your own expense, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to the Safety Director.

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

### RIGHTS

1. You are entitled to representation by the Union at each step of this procedure.
2. You have the right to object to the proposed discipline by filing a disciplinary grievance within five (5) working days of receipt of the proposed discipline with the Safety Director.
3. If you file your objections, the Safety Director will schedule a 3<sup>rd</sup> step grievance hearing within ten (10) working days of receipt of this form to discuss the matter. You may have representation at this meeting.
4. The Safety Director will report his/her decision within ten (10) working days following the close of the hearing.
5. You have five (5) working days after receipt of the Safety Director's decision in which to appeal the Step 3 decision pursuant to the Grievance Procedure.
6. No recording will be made of discussions or questioning unless you are informed in advance. When such a recording is made, you will be provided with the copy of the transcript or record at least five (5) working days prior to the date of any scheduled arbitration. Cost of the record or transcript shall be paid by the party requesting the copy of the transcript.

## APPENDIX "B"

### DRUG AND ALCOHOL TESTING POLICY AND PROCEDURES

The procedures outlined in this document for drug and alcohol testing shall be covered by all other applicable Articles of the Labor Agreement between the Union and the Employer.

**Section 1 Policy:** The Employer and the Union recognize that drug use and prohibited alcohol use by employees would be a threat to the public welfare and the safety of department personnel. It is the goal of this policy to eliminate illegal drug usage and prohibited alcohol usage through education and rehabilitation of the affected personnel. The possession, use, or being under the influence of alcoholic beverages or unauthorized drugs shall not be permitted at the Employer's work sites and/or while an employee is on duty. The use or possession of illegal drugs or prescription drugs not prescribed for the employee is prohibited on or off duty.

**Section 2 Informing Employees About Drug and Alcohol Testing:** All employees shall be fully informed of the Police Department's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the Employer shall inform the employees on how the tests are conducted, what the test can determine and the consequences of testing positive for drug and/or alcohol use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested before this information is provided to him. Prior to any testing, the employee will be required to sign the attached consent form and release form. Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by the Employer. No disciplinary action will be taken against an employee unless he/she refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs within 2 year(s) of completing an appropriate rehabilitation program.

**Section 3 Employee Testing:** Employees shall be subjected to random medical testing involving urine or blood analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. If there is a reasonable suspicion to believe an employee's work performance is impaired due to drug or alcohol abuse, the Employer will require the employee to undergo a medical test consistent with the conditions as set forth in this policy. This reasonable suspicion may be based on the following:

Involvement in a fatal or serious bodily injury accident or in an accident involving substantial damage (exceeding \$10,000.00); or

An observable phenomena, such as direct observation or drug/alcohol use or the physical symptoms of being under the influence of a drug or alcohol; or

A pattern of abnormal conduct or erratic behavior; or

An arrest and conviction of a drug related offense; or

Information provided by reliable and credible sources that have been independently corroborated.

Section 4 Sample Collection: The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by a recognized authority. The laboratory will be chosen by the Employer. The laboratory used shall also be one whose procedures are periodically tested by the certification authority where they analyzed unknown samples sent to an independent party. The results of employee tests shall be made available to the Medical Review Officer.

Collection of samples shall be conducted in manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as set by the certification authority. The Union and the Employer agree that security of the biological samples is absolutely necessary; therefore, the Employer agrees that if the security of the sample is compromised, any positive test shall be invalid and may not be used for any purposes.

Samples will be submitted as per certification authority standards. Employees have the right for OPBA representatives to be present during the submission of the sample.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientifically acceptable preserved manner as established by the certification authority. All positive confirmed samples and related paperwork will be retained by the laboratory for at least six (6) months or for the duration of any grievance disciplinary action or legal proceedings, whichever is longer. At the conclusion of this period, the paperwork and specimen shall be retained by the laboratory as required by law.

Tests shall be conducted in a manner to ensure that an employee's legal drug use and diet does not affect the test results.

Section 5 Drug Testing: The laboratory shall test for only the substances and within the limits for the initial and confirmation test as provided within established standards. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The initial cutoff levels used when screening urine specimens to determine whether they are negative for the five drugs or classes of drugs listed below will be those set forth in the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" as amended. Specimens will be screened for the following five drugs or classes of drugs:

- Marijuana metabolites
- Cocaine metabolites
- Opiate metabolites
- Phencyclidine
- Amphetamines

Urine specimens shall also be screened to determine whether they are negative for anabolic steroids. "Anabolic steroids" are defined for purposes of this provision as set forth in 21 CFR

1300.01 as amended. The initial cutoff levels used when screening urine specimens to determine whether they are negative for anabolic steroids will be as established by the certified laboratory.

If initial testing results are negative, testing shall be discontinued and City records of the testing will be destroyed.

Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GSIMS) techniques at the cutoff values set forth in the "Mandatory Guidelines for Federal Workplace Drug Testing Programs," as amended, or the confirmatory test levels established for anabolic steroids by the certified laboratory.

If the confirmatory testing results are negative, City records of the testing will be destroyed.

The City shall notify the Union of any changes to the federal guidelines regarding the cutoff levels for drugs.

**Section 6 Alcohol Testing:** A breathalyzer or similar test equipment shall be used to screen for alcohol use and if positive shall be confirmed by a blood alcohol test performed by the laboratory. This screening test shall be performed by an individual qualified through and utilizing equipment certified by the U.S. Department of Transportation. An initial positive alcohol level shall be .04 grams per 210 L. of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. If initial testing results are positive, the test shall be confirmed using a blood alcohol level. Sampling handling procedures, as detailed in Section 4, shall apply. A positive blood alcohol level shall be .04 grams per 100 ml of blood. If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

**Section 7 Medical Review Officer:** The Medical Review Officer shall be chosen by the Employer and must be a licensed physician with knowledge of substance abuse disorders. The Medical Review Officer shall be familiar with the characteristics of drug tests (sensitivity, specificity, and predictive value), the laboratories running the tests and medical conditions and work exposures of the employees. The role of the Medical Review Officer will be to review and interpret the positive test results. The Medical Review Officer must examine alternate medical explanations for any positive test results. This action shall include conducting a medical interview with the affected employee, review of the employee's medical history and review of any other relevant biomedical factors. The Medical Review Officer must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

**Section 8 Laboratory Results:** The laboratory will advise only the employee, the Medical Review Officer and his/her staff of any positive results. The results of a positive drug or alcohol test can only be released to the Employer by the Medical Review Officer once he has completed his review and analysis of the laboratory's test. The Employer will be required to keep the results confidential and, subject to Ohio public records law, they shall not be released to the general public.

**Section 9 Testing Program Costs:** The Employer shall pay for all costs involving drug and alcohol testing as well as the expenses involved of the Medical Review Officer. The Employer shall also

reimburse each employee for their time and expenses, including travel incurred, involved in the testing procedure.

**Section 10 Rehabilitation Program:** Employees who test positive for illegal drugs shall be medically evaluated, counseled, and treated as recommended by the E.A.P. counselor. Employees who successfully complete a rehabilitation program will be returned to work and will be re-tested randomly once every quarter for the following twenty-four (24) months. Employees who test positive during the 24-month period or at any subsequent time shall be terminated.

The treatment and rehabilitation shall be paid for by the employee's insurance program. Any cost over and above the insurance coverage shall be paid for by the employee. Employees will be allowed to use their accrued and earned leave for the necessary time off involved in the rehabilitation program.

Employees may voluntarily enter rehabilitation. Those who enter the program on their own initiative shall not be subject to re-testing.

**Section 11 Duty assignment after treatment:** Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment. Once treatment and any follow-up care is completed, and 2 years have passed since the employee entered the program, the employees personnel file shall be purged of any reference to his/her drug or alcohol problem.

**Section 12 Right of appeal:** The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other Employer action under the terms of this Agreement is grievable.

**Section 13 Union held Harmless:** This drug and alcohol testing program was initiated at the request of the Employer. The Fire Department assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this Collective Bargaining Agreement relating to drug and alcohol testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.

**Section 14 Changes in Testing Procedures:** The parties recognize that during the life of this Agreement, there may be improvements in the technology of testing procedure which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendments they will be submitted to impasse procedures as outlined in the grievance procedure of this Contract.

**Section 15 Conflict with Other Laws:** This Article is in no way intended to supersede or waive any constitutional or other rights that the employee may be entitled to under Federal, State or Local statutes.

Consent and Release Form for Drug/Alcohol Test Program

I acknowledge that I have received a copy of, have been duly informed, and understand the Police Department's drug and alcohol testing policy and procedures. I have been provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, I have been informed on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use.

I have been informed of the Police Department's Employee Assistance Program. I understand that if I voluntarily come forward and ask for assistance to deal with a drug or alcohol problem through the Employee Assistance Program, that I will not be disciplined by the Employer.

I understand how drug/alcohol tests are collected and further understand that these are medical tests that are conducted under the auspices of a Medical Review Officer. I understand that the Medical Review Officer will review and interpret any positive test results, and that I will have an opportunity to be interviewed by the Medical Review Officer to review my status, my medical history and any relevant biomedical factors prior to the Police Department being informed whether I passed or failed the test.

I understand that a confirmed positive drug or alcohol test result will result in my referral to the Police Department Employee Assistance Program and that I will be required to complete a rehabilitation program. No disciplinary action will be taken against me unless I refuse to take a drug/alcohol test, refuse the opportunity for rehabilitation, fail to complete a rehabilitation program successfully, or again test positive for drugs/alcohol. I understand that such disciplinary action, as described herein, may include dismissal from the Police Department.

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Printed or typed name of employee

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Signature of employee

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Date

Appendix C

City of Parma

Retirement Reimbursement Plan

The Retiree Reimbursement Program shall be governed pursuant to the Settlement Agreements reached in Scheutzow, et al. v. City of Parma, Case No. CV-07-613225 (Cuyahoga County Court of Common Pleas) and Fraternal Order of Police, Lodge 15 v. City of Parma, Case No. CV-07-624426 (Cuyahoga County Court of Common Pleas).