

AN AGREEMENT

between

THE CITY OF PARMA

and

**THE FRATERNAL ORDER OF POLICE, LODGE 15
(CORRECTIONS OFFICERS UNIT)**

**EFFECTIVE: Upon Execution
EXPIRES: December 31, 2020**

236-18

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
ARTICLE 1	<u>PREAMBLE</u>	1
ARTICLE 2	<u>PURPOSE AND INTENT</u>	1
ARTICLE 3	<u>RECOGNITION</u>	1
ARTICLE 4	<u>DUES DEDUCTION</u>	1
ARTICLE 5	<u>MANAGEMENT RIGHTS</u>	2
ARTICLE 6	<u>TOTAL AGREEMENT</u>	2
ARTICLE 7	<u>LEGISLATIVE APPROVAL</u>	2
ARTICLE 8	<u>NON-DISCRIMINATION</u>	3
ARTICLE 9	<u>GENDER AND PLURAL</u>	3
ARTICLE 10	<u>HEADINGS</u>	3
ARTICLE 11	<u>OBLIGATION TO NEGOTIATE</u>	3
ARTICLE 12	<u>CONFORMITY TO LAW</u>	3
ARTICLE 13	<u>NO STRIKE</u>	4
ARTICLE 14	<u>EMPLOYEE RIGHTS</u>	4
ARTICLE 15	<u>ASSOCIATION REPRESENTATION</u>	5
ARTICLE 16	<u>GRIEVANCE PROCEDUR</u>	6
ARTICLE 17	<u>ARBITRATION PROCEDURE</u>	8
ARTICLE 18	<u>DISCIPLINE</u>	9
ARTICLE 19	<u>SICK LEAVE</u>	11
ARTICLE 20	<u>SICK LEAVE BONUS</u>	12
ARTICLE 21	<u>FUNERAL LEAVE</u>	12
ARTICLE 22	<u>HOLIDAYS</u>	13
ARTICLE 23	<u>VACATION</u>	13
ARTICLE 24	<u>OVERTIME</u>	15
ARTICLE 25	<u>LONGEVITY</u>	16
ARTICLE 26	<u>UNIFORM MAINTENANCE ALLOWANCE</u>	16
ARTICLE 27	<u>INSURANCE</u>	17
ARTICLE 28	<u>TRAINING AND EDUCATIONAL LEAVE</u>	17

ARTICLE 29	<u>WAGE SCHEDULE</u>	17
ARTICLE 30	<u>MISCELLANEOUS</u>	19
ARTICLE 31	<u>COURT TIME</u>	19
ARTICLE 32	<u>LINE OF DUTY INJURY LEAVE</u>	19
ARTICLE 33	<u>LABOR/MANAGEMENT MEETINGS</u>	20
ARTICLE 34	<u>DURATION OF AGREEMENT</u>	21
ARTICLE 35	<u>PROBATIONARY PERIOD</u>	21
ARTICLE 36	<u>PROMOTIONS</u>	21
ARTICLE 37	<u>FAMILY MEDICAL LEAVE</u>	22
ARTICLE 38	<u>SENIORITY</u>	22
ARTICLE 39	<u>DRUG AND ALCOHOL TESTING POLICY AND PROCEDURES</u>	22
ARTICLE 40	<u>EXECUTION</u>	28

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 Fraternal Order of Police, hereinafter referred to as "the FOP."

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 FOP as the exclusive representative for negotiating wages and salaries, hours of work, and other terms and conditions of employment for all full-time Corrections Officers, excluding all part-time and supervisory Corrections Officers.

3.02 The Employer will furnish the FOP 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 regular monthly Union dues from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. The dues deductions shall be made from the first paycheck of each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next paycheck, providing the employee's check is sufficient to cover the deduction.

4.02 The Employer agrees to supply the Union with an alphabetical list of those employees, including address, social security number and amount deducted, from whom dues deductions have been made. Such list shall also include any deletions or additions and reasons therefor.

4.03 The Union 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 Union 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 Union 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 Union 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 Union 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) days advance notice to the Union, 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

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 FOP 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.

ARTICLE 15

ASSOCIATION REPRESENTATION

15.01 The parties recognize that it may be necessary for an employee representative of the FOP to leave a normal work assignment while acting in the capacity of representative. The FOP 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 The Director of the FOP or his designees shall receive eighty (80) hours annually for Union leave. Any unused time shall be rolled over to the following year to a maximum accumulation of one hundred (100) hours.

ARTICLE 16

GRIEVANCE PROCEDURE

16.01 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 by a person of his own choosing 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.

16.02 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 FOP.
- 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.

16.03 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 FOP, 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 FOP.
- 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 worktime. 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.

16.04 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 supervisor 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 in Step 1, it shall be reduced to writing by the grievant and presented to the Jail Administrator 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 Jail Administrator 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 FOP 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 FOP 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 17

ARBITRATION PROCEDURE

17.01 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 FOP 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 Union striking first.

17.02 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.

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

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

17.05 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 FOP, 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.

17.06 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.

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

ARTICLE 18 **DISCIPLINE**

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

18.02 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.

18.03 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.

18.04 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.

18.05 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.

18.06 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.

18.07 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.

18.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in Section 18.12, until the matter is processed through Step 3 of the Grievance Procedure.

18.09 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.

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

18.11 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.

18.12 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.

18.13 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 19

SICK LEAVE

19.01 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.

19.02 All full-time employees shall earn sick leave at the rate of four and six tenths (4.6) hours for each eighty (80) hours of service and may accumulate such leave without limit.

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

19.04 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 must supply a physician's report to be eligible for paid sick leave, unless waived by the Safety Director.

19.05 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.

19.06 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 Jail Administrator 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.

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

19.08 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, stepchildren, or current mother-in-law or father-in-law residing with the employee.

19.09 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 Public Employees Retirement System of Ohio, 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 2,160 hours (720 hours maximum).

19.10 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 XX or sick leave conversion under Article XX.

ARTICLE 20

SICK LEAVE BONUS

20.01 If, during any quarter of a year, an employee does not use any sick leave benefits, that member shall be granted twelve (12) hours compensatory time to the employee's compensatory time account. Such compensatory time shall be granted in the calendar year immediately following the quarter in which the employee did not use sick leave benefits.

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

20.03 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. Employees may not convert accrued but unused sick leave to cash payment for the calendar year 2016.

ARTICLE 21

FUNERAL LEAVE

21.01 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, step-parent or current mother- or father-in-law, brother, sister, grandparent, current sister-, brother-, daughter-, or son in-law.

- 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 with 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.

23.02 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 (4) 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 (5) 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 (6) weeks' vacation, with pay, after such anniversary date.

23.03 Vacation selection shall occur in the same method as existed on December 31, 2001. All selections must be made prior to October 1st of each year.

23.04 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.

23.05 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 twenty-six (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.

23.06 If an employee becomes ill or injured prior to a scheduled vacation leave, then upon prior written request to the Jail Administrator, 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 24 OVERTIME

24.01 All employees in the bargaining unit who work more than eight (8) hours in any twenty-four (24) hour period shall be entitled to overtime pay or compensatory time compensation at a rate of one and one-half (1 ½) their regular hourly rate of pay.

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

24.03 Employees who work overtime shall be compensated at a rate of one and one-half (1 ½) times 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.

24.04 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.

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

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

24.07 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.

24.08 Employees will be scheduled for 2,080 hours per calendar year (2,088 in a leap 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 2,080 hours (2,088 in a leap year) will be paid at the overtime rate for all such excess

Start	\$35,931.48
After one (1) year	\$37,467.56
After two (2) years	\$39,053.04
After three (3) years	\$40,717.30
After four (4) years	\$42,858.14

29.02 Effective January 1, 2019, the rates of annual compensation shall be as follows for employees who are employed by the City of Parma on the execution date of this Agreement:

Start	\$36,752.04
After one (1) year	\$38,420.98
After two (2) years	\$40,140.10
After three (3) years	\$41,939.56
After four (4) years	\$44,225.22

29.03 Effective January 1, 2020, the rates of annual compensation shall be as follows for employees who are employed by the City of Parma on the execution date of this Agreement:

Start	\$37,487.06
After one (1) year	\$39,189.28
After two (2) years	\$40,942.98
After three (3) years	\$42,778.32
After four (4) years	\$45,109.74

29.04 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 a Corrections Officer supervisor, such bargaining unit employee shall be compensated at the Supervisor's rate of pay for each hour worked in such capacity. This compensation will be paid as earned.

29.05 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.

29.06 Employees assigned to be a Training Officer shall be paid one (1) hour at a rate of one and one-half (1 ½) their regularly hourly rate of pay to each employee who is assigned and works with a trainee.

29.07 All employees, who are employed by the City of Parma on the execution date of this Agreement, and who are BAC or "Intoxilyzer" certified or certified to use any similar device required for use by the Department of Health and approved by the City, shall receive an annual payment of six hundred dollars (\$600.00), by separate check by December 15th of each year.

29.08 In addition to other compensation set forth herein, beginning with the first regular pay day and annually thereafter, employees shall receive a one-time, annual education bonus for having received a college degree in law enforcement from an accredited institution. This

initial determination by workers' compensation, providing the approval was not delayed by the employee or employee's physician.

32.02 An employee who is disabled as a result of the performance of non-hazardous duties within the scope of his employment, 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 one hundred eighty (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. In the event accumulated sick leave is available, however, and a service-related disability within the meaning of this paragraph is incurred, the first twenty (20) days of said service-related disability shall be charged to said employee's accumulated sick leave credit, or if less than twenty (20) days accumulated sick leave credit is available, the existing sick leave credit shall be charged and any remaining service-related disability shall be charged to injury leave. In no event will an employee receive more than his regular compensation while on injury leave.

32.03 An employee who obtains a paid leave under this Article shall file for a workers' compensation and sign a wavier 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.

32.04 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 Directors determination, he may file a grievance at Step 4 of the Grievance procedure as defined herein.

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

ARTICLE 33

LABOR/MANAGEMENT MEETINGS

33.01 The City and the Union shall form a Labor-Management Committee to discuss matters of mutual concern. The committee shall consist of two corrections officers selected by the Union, the Jail Administrator and the Safety Director or Human Resources Director or their designee. The Labor-Management Committee shall meet quarterly and at other mutually agreed upon times.

33.02 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.

33.03 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 34

DURATION OF AGREEMENT

34.01 This Agreement represents the complete Agreement on all matters subject to bargaining between the City and the FOP 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, 2020.

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

ARTICLE 35

PROBATIONARY PERIOD

35.01 All newly hired full-time employees will be required to serve a probationary period of six (6) months. 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.

35.02 All newly promoted employees will be required to serve a promotional probationary period of six (6) months. 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 or to any Civil Service Commission. If the employee so demoted is not demoted for a dischargeable offense, then that employee shall have the right to return to the bargaining unit without loss of seniority.

ARTICLE 36

PROMOTIONS

36.01 When a vacancy in the position of Corrections Supervisor occurs, or when a new job is created, the City shall post a notice of the opening for ten (10) consecutive work days on a bulletin board accessible to bargaining unit members within the Department of Corrections and shall send a copy of same to the Union. The notice shall contain the job classification, title, rate of pay and brief job description. Employees who wish to be considered for the posted job must file a written application with the Jail Administrator no later than the end of the posting period. Employees within the bargaining unit must be promoted to the vacancy.

36.02 All timely filed applications shall be reviewed by the City, and the job shall be awarded within forty-five (45) working days after the end of the posting period. A promotional panel consisting of two (2) individuals designated by the City and two (2) individuals designated by the FOP and a neutral Arbitrator selected from the procedure contained in Article XIV shall be the judge of ability, skill and experience. The City will post a notification which shall state who, if anyone, is the successful bidder, and a copy of this notice shall be sent to the Union. The selection process shall not be subject to appeal of any Civil Service Commission or any grievance/arbitration procedure contained herein.

ARTICLE 37

FAMILY MEDICAL LEAVE

37.01 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 38

SENIORITY

38.01 Seniority for a full-time employee shall be that employee's length of continuous full-time service with the City. For the purpose of calculating length of service, the date of an employee's service shall be counted from his/her most recent date of hire as a full-time Corrections Officer. An employee shall have no seniority during his/her probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of hire as a full-time employee. Seniority shall be determined by date of full-time appointment to the bargaining unit. The order of the appointment as a full-time Corrections Officer shall govern the order of seniority.

38.02 Seniority shall be broken when an employee:

- a) Quits or resigns;
- b) Is discharged for cause;
- c) Is laid off more than one (1) year;
- d) Is absent without notice for five (5) consecutive days;
- e) Retires; or
- f) Goes on a disability leave of absence under PERS.

ARTICLE 39

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.

39.01 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.

39.02 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 two (2) year(s) of completing an appropriate rehabilitation program.

39.03 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.

39.04 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 FOP 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.

39.05 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 (5) 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.

39.06 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.

39.07 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.

39.08 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.

39.09 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.

39.10 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.

39.11 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 two (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.

39.12 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.

39.13 Union held Harmless: This drug and alcohol testing program was initiated at the request of the Employer. The Employer 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.

39.14 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.

39.15 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 City'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 City 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 City's 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 employment with the City.

Printed or typed name of employee

Signature of employee

Date

ARTICLE 40 EXECUTION

Section 1. IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed this _____ day of _____, 2018.

FOR THE EMPLOYER

FOR THE FOP

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

**SIDE LETTER
BETWEEN THE CITY OF PARMA
AND
FRATERNAL ORDER OF POLICE, LODGE 15
(CORRECTIONS OFFICERS)**

The City of Parma (“City”) and the Fraternal Order of Police, Lodge 15 (“FOP”) agree that for the term of their collective bargaining agreement in effect from January 1, 2018 through December 31, 2020, the mandatory overtime roster will be recycled at least every forty-two (42) days. Pursuant to Corrections Department policy, the employee with the least Department seniority will be mandated to cover unfilled overtime. This Side Letter may be amended or extended by written agreement of the parties.

AGREED BY THE PARTIES:

FOR THE FOP:

FOR THE CITY:

_____ Date

_____ Date