

AN AGREEMENT

between

THE CITY OF PARMA

and

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

(CAPTAINS)

EFFECTIVE: January 1, 2018

EXPIRATION: December 31, 2020

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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 “Union.”

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 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 recognizes the Union as the sole and exclusive representative for those employees included in the bargaining unit for the purpose of negotiating wages, hours, benefits, and conditions of employment. Whenever used in this Agreement, the term “bargaining unit” shall mean all sworn full-time captains in the Police Department, excluding patrolmen,

sergeants, lieutenants, operations officers and all others excluded under the Public Employees Collective Bargaining Act.

3.02 The Employer will furnish the Union with a list of all employees in the classification 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 Union, and the regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. No new authorization form will be required from any employee in the Bargaining Unit 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 Union from time to time in accordance with its Constitution and By-laws. The Union 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 Union within thirty (30) days from the date of making said deductions.

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, without any such modification or discontinuance being subject to any grievance or appeal procedure herein contained.

ARTICLE 7 NON-DISCRIMINATION

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

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

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.

10.02 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 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 11 NO STRIKE

11.01 The Employer and the Union 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 Union to avoid work stoppages and strikes.

11.02 Neither the Union 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.

11.03 The Union shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of this Article. In the event of a violation of this Article, the Union shall promptly notify all employees in a reasonable and expeditious manner within a twenty-four (24) 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 Union. The Union shall order the employees to return to work immediately.

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

ARTICLE 12 EMPLOYEES RIGHTS

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

12.02 Any investigation or interrogation of an officer will be conducted by an officer or officers of equal or higher rank than the officer against whom the complaint or charge is filed.

12.03 An officer shall be informed of the nature of the investigation prior to any questioning and he shall be informed, to the extent known at the time, whether the investigation is focused on the member for a potential charge. The officer shall be given a reasonable amount of time prior to any questioning to locate and review any written documents he possesses regarding the event or events being investigated in order to fully prepare himself to accurately and completely respond to the questioning.

12.04 If the officer about to be interviewed or interrogated is under arrest or is a suspect in a criminal investigation, and the answers which the officer is asked to make to interrogators or information derived from such answers will or may be used in a criminal trial, the officer shall be completely informed of his Constitutional rights prior to the commencement of any interrogation.

12.05 Any interrogation, questioning or interviewing of an officer will be conducted at hours reasonably related to his shift, preferably during his working hours. Interrogation sessions

shall be for a reasonable period of time, and time shall be allowed during such questioning for attendance to physical necessities.

12.06 Before an officer may be charged with insubordination or like offense for refusing to answer questions or participate in investigation, he shall be advised that such conduct, if continued, may be made the basis for a charge, except no member shall be charged with insubordination where such refusal is premised on the rights afforded him in Section 12.04 hereof.

12.07 When an officer suspected of violations is being interrogated in an internal investigation, such interrogation may be recorded by the police department or subject officer at the request of either party. Notice shall be given prior to any recording.

12.08 The officer under investigation and the investigator shall not be subjected to abusive or threatening language. No promise of reward shall be made.

12.09 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. No officer of the Parma Police Department shall assume the role and/or name of the original complainant. This does not apply to criminal investigations.

12.10 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 Union present when reviewing his file. The Employer shall have a representative present when the employee reviews his file. A request for copies of items included in the file shall be honored. 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 will be clearly marked with respect to final disposition, if any. The file maintained by the City Hall Personnel Department will be considered the “personnel file” for purposes of this Article and will be the only “personnel file” in any promotional or disciplinary settings. An employee may request the documents he knows to exist be inserted in the “personnel file.”

12.11 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 eight (8) years prior thereto, shall be removed from an employee’s personnel file and shall, therefore, not be considered as a basis for assessing discipline or degree of discipline in any pending or future disciplinary actions against that employee. Upon such removal, the Employer shall, to the extent permitted under State law, destroy said records in a timely fashion.

12.12 Employees shall have the right to inspect and/or copy all documents and/or evidence, tapes/videos, pertaining to an investigation involving an employee at least one (1) week prior to any hearings.

12.13 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.

ARTICLE 13 ASSOCIATION REPRESENTATION

13.01 The parties recognize that it may be necessary for an employee representative of the Union to leave a normal work assignment while acting in the capacity of representative. The

Union recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time away from work by representatives.

13.02 Before leaving an assignment or post, pursuant to this Section, the on-duty representative must obtain approval from his immediate supervisor. 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.

13.03 The Employer shall recognize the designated Representatives from the bargaining unit as the official representatives of the unit.

13.04 Effective January 1, 2019, the Union representatives of the bargaining unit shall receive a total of one (1) day of Union Leave per calendar year to be used at the discretion of the employee. Union Leave is not cumulative and must be used during the calendar year.

ARTICLE 14 SICK LEAVE

14.01 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) illness, pregnancy, injury, or death in the employee's immediate family where the employee's presence is reasonably necessary.

14.02 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.

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

14.04 Before an absence may be charged against accumulated sick leave, the Safety Director and/or Chief 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.

14.05 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. Should the Safety Director require such a medical examination, the employee shall be compensated for days off awaiting the medical examination, with no loss of accumulated sick leave should said medical examination determine the employee is fit for duty.

14.06 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 or father-in-law residing with the employee.

14.07 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 two thousand one hundred and sixty (2,160) hours, (seven hundred and twenty (720) hours maximum).

14.08 Should an employee die while employed by the City prior to retirement, his estate shall receive a payment for accumulated sick leave, if any, calculated according to the formula set forth in Section 14.07.

14.09 Employees with accumulated sick leave may take off three (3) “Personal Health” days per calendar year to be used at the discretion of the employee (provided it will not reduce the scheduled supervisors below designated minimums) and to be charged against accumulated sick leave. Use of Personal health days shall not be counted in regard to qualifying for the Sick Leave Bonus under Article XV.

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

14.11 Employees shall have the option of converting accumulated sick leave into pay or compensatory time at the rate of two (2) accumulated sick leave hours for one (1) hour of pay. The maximum conversion 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 conversion shall be made no later than the first pay period in December.

14.12 An employee shall be granted forty (40) hours of Paternity/Maternity leave for the birth or adoption of the employee’s child. Such leave shall be charged against the employee’s accumulated sick leave and shall not be counted against the employee’s Sick Leave Bonus as provided in Article XV.

ARTICLE 15

SICK LEAVE BONUS

15.01 If, during any continuous ninety (90) day period, an employee does not use any sick leave benefits, that member shall be granted one and one-half (1-1/2) vacation days (twelve (12) hours) with pay in addition to whatever other vacation with pay such employee is entitled under the

provisions of this Agreement; or, in lieu thereof, the member may choose to receive twelve (12) hours pay at the straight time hourly rate.

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

ARTICLE 16 BEREAVEMENT LEAVE

16.01 Bereavement Leave allows employees paid time off to deal with the death of a family member. Employees shall be granted four (4) days bereavement leave time off with pay which shall not be charged against sick leave, in the event of a death of a spouse, child, step-child, parent or current mother- or father-in-law, brother, sister, grandparent, spouse's grandparent, current sister-, brother-, daughter-, or son-in-law.

16.02 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 17 HOLIDAYS

17.01 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 Day |

Labor Day

Martin Luther King, Jr. Day

Columbus Day

Easter Sunday

17.02 Beginning on January 1st of each year, all full-time employees shall be credited with, as compensation for the holidays set forth in this Article, one hundred twelve (112) 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 holidays which has not occurred at the 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 pay check.

17.03 All members of this bargaining unit shall receive one personal day each year, to be taken during the calendar year.

17.04 Any member of the bargaining unit actually working any of the below listed holidays shall receive pay at the rate of one and one-half (1-1/2) times the regular hourly 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 a half, unless the employee is scheduled not to work the day but works the hours on overtime, when such payment shall be double time.

Christmas Day

Thanksgiving Day

Independence Day

New Year's Day

Labor Day

Easter Sunday

17.05 The Employer agrees to announce scheduling for members of the bargaining unit including scheduling as to holidays which fall during the work week, thirty (30) days in advance; scheduling relative to holidays which fall during the work week will not be altered in the absence of an emergency.

17.06 The provisions of Codified City Ordinance 173.21(D) shall not apply to members of this bargaining unit during the term of this agreement.

17.07 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 18

VACATION

18.01 Definitions:

- 1) 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.
- 2) Continuous Employment means, for purposes of vacation leave, an employee's period of employment with the City in which he is continuously employed by the City, 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 (1) year. Should the layoff period exceed one (1) year, the rehiring of such employee shall constitute the start of a new period of employment for purposes of continuous service with the City. 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.

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

- A) Each employee who has completed less than one (1) year of continuous employment beginning with the first date of his employment shall receive one (1) workday off for each month worked but not more than eight (8) 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 (2) weeks' 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 (3) 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.

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

18.04 During an employee's last six (6) years of service with the City prior to entering the "Drop" program or retirement, the employee, at his discretion, may schedule himself off for up to one-half (1/2) of his earned vacation hours and then work outside of those scheduled vacation hours at a straight-time rate of pay. The straight-time hours worked cannot exceed the scheduled vacation hours, and the scheduled vacation cannot create overtime. Straight-time hours worked will be paid in the employee's regular paycheck.

18.05 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.

18.06 An employee may carry up to eighty (80) hours of vacation from one year to the next. Requests to do so shall be submitted in writing on or before December 1st of the year the vacation is due.

ARTICLE 19

OVERTIME

19.01 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. "Work actually performed" shall include only holiday, vacation, compensatory time and hours actually worked.

19.02 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. 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.

19.03 Employees may accumulate up to four hundred eighty (480) hours of compensatory time. Compensatory time not used within three (3) years of accumulation shall be converted to cash. If during any payroll period an employee has four hundred eighty (480) hours of accumulated compensatory time, all overtime worked in that payroll period shall be by cash payment.

19.04 Employees may accumulate compensatory time hours for placement into either their FLSA bank or their contractual bank. The FLSA bank will be capped at four hundred and eighty (480) hours and the contractual bank will be unlimited. If an employee has accumulated over six hundred (600) hours of compensatory time in both the FLSA bank and the contractual bank combined, upon retirement from the Department, the City or employee will have the option to pay out the money due to the employee thereon in three (3) equal lump sums over the first three (3) calendar tax years of the employee's retirement.

19.05 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.

19.06 There shall be no pyramiding of overtime payments with any other payments, meaning that if an employee is eligible to receive premium pay (such as for working on a holiday that the individual was scheduled to be off) and would also be eligible for regular overtime pay for the same hours worked, the employee would only receive pay at the greater rate for which he was eligible, but the two rates would not be combined. The current practice of paying for accumulated overtime and regular wages in separate checks will not be affected by this Section.

19.07 Longevity pay and education bonus shall be included in the base rate of pay for computing overtime payments.

19.08 Supervisors shall be permitted to schedule time off with the approval of their immediate Supervisor. Should said scheduling bring Supervisory minimums below one (1) Supervisor, another Supervisor may voluntarily work for the granted-off supervisor who will be compensated at a straight time rate of pay or straight compensatory time regardless of hours worked that day or hours worked during the seven (7) day work period. Supervisors called in to maintain minimums under all other circumstances shall be compensated at the overtime rate as defined in this Article.

ARTICLE 20

LONGEVITY

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

After five (5) years	\$ 400.00	per year
After ten (10) years	\$ 800.00	per year
After fifteen (15) years	\$ 1,200.00	per year
After twenty (20) years	\$1,600.00	per year
After twenty-five (25) years	\$2,000.00	per year

20.02 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.

20.03 Any layoff in excess of one (1) 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 (1) year shall not be credited in calculating length of service.

ARTICLE 21 UNIFORM MAINTENANCE ALLOWANCE

21.01 All employees shall receive, in a separate check, an annual payment in the amount of one thousand six hundred (\$1,600.00) dollars, respectively. Any employee promoted to Captain shall be granted an additional two hundred (\$200.00) dollars in uniform allowance to cover the cost in the change in uniforms between ranks.

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

ARTICLE 22

INSURANCE

22.01 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 §22.02 of this Article.

22.02 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 Health-Care Committee as provided in the collective bargaining agreement between the Employer and the I.A.F.F. (Appendix C).

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

ARTICLE 23

TRAINING AND EDUCATIONAL LEAVE

23.01 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 (excluding Parma & Parma Heights)	1 HOUR EACH WAY
COLUMBUS AREA SCHOOLS	3 HOURS EACH WAY
LONDON SCHOOLS	4 HOURS EACH WAY

23.02 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.

23.03 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 subject to approval by the Chief and/or the Safety Director.

23.04 In addition to other compensation set forth herein, beginning with the first regular pay day in January of each year, members shall receive an 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) five hundred dollars (\$500.00) for an Associate Degree; (b) one thousand dollars (\$1,000.00) for a Bachelor's Degree; or one thousand five hundred dollars (\$1,500.00) for a Masters, Doctorate, or Law Degree, provided that only one payment shall be made per employee regardless of the number of degrees he may have attained. Payment shall be made in a separate check. Members having such degrees on the date this Agreement is executed 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.

23.05 The City shall reimburse all bargaining unit employees for costs incurred for books and tuition for all successfully completed courses required in achieving a policing, criminal justice, or law enforcement degree which had prior approval by the Safety Director and the Chief of Police. Such reimbursement will be made at the (in-state) Cuyahoga Community College credit hour rate when an employee is attending a community college and at the (in-state) Cleveland State University credit hour rate when the employee is attending a four-year college. Reimbursement will also be contingent upon attaining a 2.5 grade average or better. Courses taken for a second

time will not be reimbursed. Upon completion of the course, the books will be turned over to the Police Department for possible resale value to the City or to be placed into the Police Department library.

23.06 Employees assigned to training which requires overnight lodging away from their place of residence shall be reimbursed, without necessity of receipts, in the amount of five dollars (\$5.00) for breakfast; ten dollars (\$10.00) for lunch; and twenty dollars (\$20.00) for dinner when such meals are not otherwise provided.

ARTICLE 24 CALL OUT PAY

24.01 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.

24.02 Any members of the bargaining unit who are called in within two (2) hours of commencing their tour of duty shall be paid overtime for the time between the time being called in and the start of their tour duty.

24.03 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.

ARTICLE 25 SALARY SCHEDULE

25.01 The differential shall be twelve and one-half percent (12.5%) for Captains. Effective January 1, 2019, the differential for Captains shall be thirteen percent (13%).

25.02 When it is deemed necessary by the Director of Public Safety upon assignment of bargaining unit members to the Detective Bureau, SWAT and Traffic Coordinator, such bargaining unit members shall receive, in addition to their regular compensation, the sum of Forty Dollars (\$40.00) per month, while actually performing such duties.

25.03 Employees shall receive compensatory time off for the successful qualification with their primary pistol. Such amount shall be awarded annually and be determined by Department Policy, which shall not be less than sixteen (16) or more than fifty (50) hours. Employees shall receive compensatory time off of up to twenty-four (24) hours for the successful qualification with their secondary pistol as determined by Department Policy.

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 the primary and secondary pistol qualification time to cash as the qualification occurs, to be paid in the employee's regular paycheck.

ARTICLE 26

MISCELLANEOUS

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

26.02 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 City will make reasonable effort to issue pay every other Thursday or Wednesday, if Thursday is a holiday.

26.03 The Union will be allowed one (1) locked bulletin board for official Union notices. The Union and the Mayor will be the sole holders of the keys to the board.

26.04 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 weapons. The Chief shall not unreasonably withhold his approval of such requests.

26.05 In addition to such salary or compensation as may be provided for elsewhere, members of the bargaining unit who are not furnished with city-owned vehicles for use in the performance of their duties, will be reimbursed for mileage traveled at the City's established rate when so authorized by the Mayor, the Director of Public Safety and/or the Chief of Police.

26.06 The shift commander, who for the purposes of this Section shall be defined as the person who is responsible for gathering materials in preparation for roll call, shall receive additional pay in the amount of one quarter (1/4) hour overtime per day in acting in such capacity, provided the employee actually works the one-quarter (1/4) hour.

26.07 Members of the bargaining unit shall be required to carry a pager while on off- duty status and shall receive additional compensation as follows: Twenty dollars (\$20.00) per week.

26.08 Any employees assigned to work in a higher rated position for one (1) full day or more shall receive such position's higher rate of pay commencing on the first day of such assignment.

26.09 Employees who submit an irrevocable written letter of resignation/retirement shall be allowed to stop working prior to the designated retirement date by utilizing any accrued leave benefits that are normally paid to employees upon their retirement at the same economic value. Where an employee is using accrued leave under this provision, the employee will not be counted as holding one of the authorized positions covered by this Agreement.

26.10 Employees will be granted off two (2) days of Supervisory Leave. Supervisory Leave is not cumulative and must be taken in the calendar year. Use of Supervisory Leave may not create overtime.

ARTICLE 27 COURT TIME

27.01 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 28 INJURY LEAVE

28.01 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 one hundred eighty (180) calendar days from the date that 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 includes but is not limited to apprehension or attempted apprehension of suspects, active participation in prevention of crimes and the pursuit of suspects.

28.02 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 shall 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.

28.03 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.

28.04 An employee who obtains a paid leave under this Article shall file for workers' compensation and sign a waiver assigning to the City 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.

28.05 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 3 of the grievance procedure as defined herein.

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

ARTICLE 29 LABOR/MANAGEMENT CONFERENCE

29.01 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 Union to discuss pending problems or issues of concern and to promote a more harmonious labor/management relationship.

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

29.03 Up to two (2) employee representatives, who are scheduled to be at work during the time of labor/management meetings, shall be allowed to attend the meeting 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 30 PROBATIONARY PERIOD

30.01 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 or to any Civil Service Commission.

ARTICLE 31**NON-DISCRIMINATION**

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

ARTICLE 32**PROMOTIONS**

32.01 All promotions to the ranks above Captain shall be made in accordance with the following provisions, notwithstanding any Civil Service Laws or Regulations that may be inconsistent herewith.

32.02 In those instances where there is a vacancy in the position of Chief, all Captains with at least one (1) year in that rank and the Deputy Chief may submit their resume following the declaration of the vacancy. Captains and/or the Deputy Chief submitting a resume will be evaluated by the three (3) members of a promotional board as listed: a) Mayor; b) the Safety Director; and c) a Police Chief from a city of a population of 35,000 or more. Said evaluation of the candidates will not entail a civil service examination, but may include, among other relevant criteria, a review of their work record and an oral interview. The Promotional Board's decision is not subject to challenge through the grievance procedure.

32.03 In those instances where there is a vacancy in the position of Deputy Chief, all Captains with at least one (1) year in that rank may submit their resume following the declaration of a vacancy. Captains submitting a resume will be evaluated by three (3) members of a Promotional Board as listed: a) Mayor; b) Safety Director; and c) Chief of Police. Said evaluation of the candidates will not entail a civil service examination, but may include, among other relevant criteria, a review of their work record and an oral interview. The Promotional Board's decision is not subject to challenge through the grievance procedure.

ARTICLE 33

FAMILY MEDICAL LEAVE

33.01 Employees may request and be granted time off without pay pursuant to the Family Medical Leave Act of 1993 (FMLA). Such time off without pay shall not exceed twelve (12) weeks in any twelve (12) month period. Leave under this provision shall be computed when first approved. During such leave, the employee shall continue to receive health care insurance, but shall not receive any other benefit.

33.02 The Employer may require an employee to use accrued vacation, holidays, personal time, compensatory time, sick leave, or any other accrued leave time which shall be inclusive of the twelve (12) weeks of FMLA leave.

An employee that is granted leave under this Section shall not suffer a loss in seniority status. Hospitalization insurance as contained in this Agreement shall remain in effect during a leave under this Section.

ARTICLE 34

DURATION OF AGREEMENT

34.01 This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the Union and, except as otherwise provided herein, shall become effective upon ratification 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 wage rates and other economic items in the fiscal year in which the arbitrator-conciliator is appointed.

ARTICLE 35

DRUG-FREE WORKPLACE POLICY

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.

35.01 **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 Employers 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.

35.02 **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.

35.03 **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. The Employer may also conduct random testing of hair follicles on up to a total of one (1) employee(s) from the combined group of sergeants, lieutenants and captains during each calendar year. Additionally, 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 of drug/alcohol use or the physical symptoms of being under the influence of a drug 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.

35.04 **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 chosen must be agreed to between the Union and 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 Officers.

Collection of samples shall be conducted in a 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 in any way, 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 scientific 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 manner to ensure that an employee's legal drug use and diet does not affect the test results.

35.05 **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 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 (GS/MS) techniques at cutoff values as 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 confirmatory testing results are negative all samples shall be destroyed and 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.

35.06 **Alcohol Testing:** A breathalyzer or similar test equipment shall be used to screen for alcohol use. 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 (.02) grams per two hundred ten (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 two one-hundredths (.02) grams per one hundred (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.

35.07 **Medical Review Officers:** The Medical Review Officers shall be chosen and agreed upon between the Union and the Employer and must be a licensed physician with knowledge of substance abuse disorders. The Medical Review Officers 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 Officers will be to review and interpret the positive test results. The Medical Review Officers 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 Officers must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

35.08 **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, it shall not be released to the general public.

35.09 **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. Employees tested on off duty time shall receive call-in pay pursuant to paragraph 26.06.

35.10 **Rehabilitation Program:** Any employee who tests positive for illegal drugs shall be medically evaluated, counseled and treated for rehabilitation as recommended by E.A.P. counselor. Employees who complete a rehabilitation program will be re-tested randomly once every quarter for the following twenty-four (24) months. An employee may voluntarily enter rehabilitation without a requirement or prior testing. The treatment and rehabilitation shall be paid for by the employee's insurance program. Any costs over and above the insurance coverage shall be paid for by the employee for initial treatment and rehabilitation, Employees will be allowed to use their accrued and earned leave for the necessary time off involved in the rehabilitation program. If an employee tests positive during the twenty-four (24) month period they shall be subject to disciplinary action as per the Department Rules and Regulations. The employee will be solely responsible for any costs, not covered by insurance, which arise from any additional counseling or treatment. If an employee tests positive during this subsequent twenty-four (24)

month period the employee will be subject to discipline as per the Department Rules and Regulations.

35.11 **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 five (5) 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.

35.12 **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.

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

35.14 **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.

35.15 **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 or State 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. I understand that such disciplinary action, as described herein, may include dismissal from the Police Department.

Printed or typed name of employee

Signature of employee

Date

ARTICLE 36

DISCIPLINE

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

36.02 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.

36.03 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.

36.04 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.

36.05 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.

36.06 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 2 of the Grievance Procedure.

36.07 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;

36.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph 36.12, until the matter is processed through Step 2 of the Grievance Procedure.

36.09 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 2 of the Grievance Procedure. The appeal must be filed at Step 2 within five (5) working days from receipt of the Notice of Discipline.

36.10 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.

36.11 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.

36.12 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.

36.13 Disciplinary action taken by the Employer shall only be for reasonable or good cause.

36.14 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 37 GRIEVANCE PROCEDURE

37.01 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 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 of this procedure.

37.02 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 Union.
- 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 or Holidays as provided for in this Agreement.

37.03 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) All decisions 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 Union, 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 binding upon the Employer in future proceedings.

- e) The grievant may choose whomever he wishes to represent him at any step of the grievance procedure, providing such representative is approved of and authorized by the Union.
- 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) Appeals regarding denial of injury leave benefits as provided by this Agreement shall be initiated at Step 3 of this Procedure.

37.04 All grievances shall be administered in accordance with the following steps of the grievance procedure:

Step 1

An employee who has a grievance must submit it in writing to the Chief or his designee within fifteen (15) days after the occurrence of the events upon which his grievance is based. The Chief or his designee shall give his answer within seven (7) days after receipt of the grievance. The Chief or his designee's answer shall be given to the grievant with a copy to the Union representative.

Step 2

If the grievant is not satisfied with the written decision at the conclusion of Step 1, 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 1. 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 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 Mayor within five (5) days from the date of the rendering of the decision at Step 2. 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 Union 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 Union representative within fifteen (15) days from the date of the hearing. If the Union is not satisfied

with the decision at Step 3, the Union may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 38

ARBITRATION PROCEDURE

38.01 In the event a grievance is unresolved after being processed through all the steps of the grievance procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 3, the Union may submit the grievance to arbitration. There is hereby created a permanent panel of arbitrators which shall consist of the following: (1) Daniel Zeiser; (2) Stewart Savage; (3) Gregg Lavelle; (4) Susan Grody Ruben; and (5) James Rimmel, 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.

38.02 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.

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

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

38.05 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 of all hours during which their attendance is requested by the Union, 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.

38.06 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.

38.07 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 XXXIX EXECUTION

39.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day _____ of 2018.

FOR OPBA:

FOR THE CITY OF PARMA:

By: _____
James Blair

By: _____
Timothy DeGeeter, Mayor

Thomas Wm. Weinreich
Safety Director
