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K33027

AN AGREEMENT

BETWEEN

THE CITY OF PARMA HEIGHTS

AND

THE OHIO PATROLMEN'S

BENEVOLENT ASSOCIATION

CAPTAIN/SERGEANTS

EFFECTIVE JANUARY 1, 2011
EXPIRES DECEMBER 31, 2013

City of Parma Heights

and

O.P.B.A. Sergeants/Captains

The City of Parma Hts (“City”) and the Ohio Patrolmen’s Benevolent Association (“OPBA”) Sergeants/Captains held negotiations on a Wage and Insurance reopener pursuant to Section 27.02 of the Collective Bargaining Agreement between the City and the OPBA.

The parties have agreed to the following with respect to wages and insurance. Any section not altered by this Agreement shall remain unchanged through the expiration of the current CBA:

RATES OF PAY

10.01 The hourly rates of pay applicable to employees in the classification set forth in Section 3.01 of this Agreement will be as follows:

Classification	Effective 1/1/12	Effective 1/1/13	
	Annual & Hourly	Annual & Hourly	
Captain	80,126.14 38.5222	81,888.92 39.3697	
Sergeant	69,074.26 33.2088	70,593.89 33.9393	

INSURANCE

13.01 Insurance- Medical. Each regular, full-time employee of the Police Department shall, after one (1) month of such full-time service, be entitled to health insurance provided by the City. Employees shall pay ~~5% of the COBRA rates for the health~~ insurance premiums on the 90/10 Health Insurance plan, **in accordance with the following charts:**

Tier	80/20	90/10
EE	\$ -	\$ 45.00
EE+SP	\$ -	\$ 105.00
EE+CHR	\$ -	\$ 95.00
FAM	\$ -	\$ 125.00

Category	Monthly Incentive
Annual Physical	\$ 15.00
Non-Tobacco User	\$ 15.00

With Incentive

Tier	80/20	90/10
EE	\$ -	\$ 15.00
EE+SP	\$ -	\$ 75.00
EE+CHR	\$ -	\$ 65.00
FAM	\$ -	\$ 95.00

IN WITNESS WHEREOF, the parties hereto have herunto set their hands this ____ day of _____, _____.

CITY OF PARMA HTS

x *[Signature]*
Terrance B. Healy

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

[Signature]
[Signature]

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PREAMBLE

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

PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and efficient operations, the City now desires to enter into an agreement reached through collective bargaining, which will have as its purposes, among others, the following:

- (1) To set forth in written form wages, hours, conditions of employment which have been mutually agreed upon by the City and the Union.
- (2) To promote individual efficiency and improved service to the citizens of the City of Parma Heights.
- (3) To provide a basis for adjustment of grievances arising from the application and interpretation of the various specific provisions hereunder adopted.

RECOGNITION

3.01 The Union is recognized as sole and exclusive representative for the duration of this Agreement of full-time employees in the classifications of Police Captain, (except Executive Officer or Officer acting in absence of the Chief) and Police Sergeant. Part-time, Seasonal and Temporary Employees and Supervisors, as defined in O.R.C. 4117.01 (F), are excluded from the bargaining unit for which recognition is granted.

3.02 The City will furnish the Union 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.

DUES CHECK-OFF

4.01 The City will deduct an initiation fee and regular monthly dues from the pay of employees covered by this Agreement upon receipt from the Union or individual, written authorization cards voluntarily executed by an employee and bearing his/her signature. In addition, as a condition of employment, on or after the termination of a period of sixty (60) days following the beginning of a new employee's service or the effective date of this Agreement, whichever is later, any employee in the unit who is not a member of the Union shall pay, through employee deductions to the Union, a fair share fee, which fee shall not exceed the dues paid by members of the Union. Authorization and revocation shall be in compliance with Section 4117.09(B) (2) and (C), Ohio Revised Code.

Deductions made pursuant to this Section 4.01 shall be remitted by the City to the Union once each month; and upon receipt, the union assumes full responsibility for all funds deducted.

MANAGEMENT RIGHTS

5.01 Except as they are specifically restricted or limited by the express language of this Agreement, the City shall retain all of its inherent rights, as Employer, including but not limited to the following:

- (a) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organization structure;
- (b) Direct, supervise, evaluate, or hire employees;
- (c) Maintain and improve the efficiency and effectiveness of governmental operations;
- (d) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted; and to assign and schedule workers in whatever configuration best suits the City's needs in the area covered by this Agreement;

- (e) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
- (f) Make any and all rules and regulations except that all rules will be uniformly and impartially applied;
- (g) Determine the adequacy of the work force;
- (h) Determine the overall mission of the employer as a unit of government;
- (i) Effectively manage the work force;
- (j) Take actions to carry out the mission of the public employer as a governmental unit.

5.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the City, in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provision of this Agreement are, and shall remain, exclusively those of the City.

EMPLOYEE RIGHTS

6.01 An employee has the right to the presence and advice of a Union representative and/or an attorney, not to exceed two (2) individuals (only one may speak), at all disciplinary hearings, internal investigations or other employee –employer related matters if stated by the supervisor that the discussion may lead to disciplinary action.

6.02 Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he/she shall be advised that his/her refusal to answer such questions or participate in such investigation, will be the basis of such a charge.

6.03 Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless

operational necessities require otherwise. Employees shall be informed of the nature of any investigation of himself prior to questioning. If the employee being questioned is, at that time, a witness and not under investigation, that employee shall be so advised. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities

6.04 An employee may review his/her personnel file. Said request must be scheduled with the Chief or his/her designee in advance, during normal business hours and will be limited to a maximum of one hour per inspection. An employee may not inspect his/her personnel file while on duty. The City retains the right to withhold the identity of complainants and other sensitive material from this review. All complaints in an officer's personnel file which are investigated shall be marked with final disposition. If a complaint is not investigated, it shall be so marked.

6.05 In the course of any internal affairs investigation, a polygraph examination or voice stress analyzer examination will be administered only with the consent of the employee under investigation.

6.06 City agrees to continue the provisions of General Order Number 003 dated June 1, 1987 with respect to reporting use of lethal and non-lethal weapons.

NO-STRIKE

7.01 The Union does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the City.

7.02 In addition, the Union shall cooperate at all times with the City in the continuation of its operations and services and shall actively discourage any attempt to prevent any

violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or withholding of service from the City is prohibited by state statute, not sanctioned by the Union and order all employees to return to work immediately.

7.03 It is recognized by the parties that the City is responsible for and engaged in activities which are the basis of the health and welfare of its citizens and that any violation of this Article would give rise to irreparable damage to the City and the public at large. Accordingly, it is understood and agreed that in the event of any violation of the Article, the City shall be entitled to seek and to obtain immediate injunctive relief.

7.04 It is further agreed that any violation of this section 7.01 through 7.04 shall be automatic and sufficient ground for immediate discharge or other disciplinary action as determined solely by the City.

NON-DISCRIMINATION

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

8.02 The Union and the City agree that membership in the Union is at the option of the employee and that they will not discriminate with respect to representation between members and non-members.

UNION RIGHTS

9.01 The Union shall have the right to appoint or elect representatives from its membership and such representatives shall be authorized and recognized by the City to represent the union in Employer-Employee related matters. The names of employees so selected shall be certified in writing to the Chief of Police and City. Nothing herein

contained shall prevent the Union from utilizing a staff representative and/or a union attorney at any conference or meeting with the Employer except as provided in Section 25.01 of this Agreement.

9.02 The Union recognizes its responsibilities as the bargaining agent and agrees to represent all members of the bargaining unit, without any unlawful interference, restraint or coercion from the City, and shall respect the rights of all employees of the Police Department.

9.03 The Union shall have the right to solicit membership of all new employees and the City agrees not to interfere with the rights of employees to join and participate in lawful union activities.

9.04 Members of the negotiating committee shall be allowed reasonable time off to participate in collective bargaining meetings with the City, if held during a member's regular working hours without loss of pay. Members of the labor/management committee shall be allowed reasonable time off to participate in labor/management committee meetings, if held during the member's regular working hours without loss of pay. The OPBA Director, or his/her designee, shall be allowed reasonable time off to accompany a fellow employee at hearings where the employee has the right to the presence of an OPBA representative, during the representative's regular working hours without loss of pay, provided such time off is requested in advance and is subject to the operational needs of the department.

9.05 The Employer shall provide each member of the bargaining unit with a copy of the Agreement.

9.06 In the course of any disciplinary hearing or internal investigation interview, the affected employee or the OPBA will be permitted to record such matters for their sole

use, however, the OPBA will provide a copy for the City upon written request. If either party is recording, they must notify the other party.

RATES OF PAY

10.01 The hourly rates of pay applicable to employees in the classification set forth in Section 3.01 of this Agreement will be as follows:

Classification	Effective 1/1/12	Effective 1/1/13 Wage Re- opener	
	Annual & Hourly	Annual & Hourly	
Captain	80,126.14 38.5222		
Sergeant	69,074.26 33.2088		

The above respective sums to be paid bi-weekly in substantially equal installments per year; said hourly rate of compensation being based on 2080 hours of work per year. Compensation as shown above incorporates a rank differential between 4th yr. Patrolman and Sergeant, and between Sergeant and Captain of sixteen percent (16%). This section shall not be construed as a guarantee of hours of work nor shall it be construed as a guaranteed annual salary.

10.02 Any Police Officer, who is regularly subject during his/her tour of duty, to respond to public emergency calls, whether said calls are as a member of the uniformed force or as a detective, and whether said calls involve accident investigation, medical emergencies or law enforcement duties, shall be entitled to an emergency response allowance in addition to his/her regular compensation. This compensation shall be paid as follows: six percent (6%) of the minimum yearly straight time earnings set forth in Paragraph 10.01 herein; payable in two (2) equal installment on the pay days closest to May 1 and November 1 of each calendar year. No employee shall be entitled to said emergency response allowance pay until he/she shall have completed one (1) full year of service. On his/her first anniversary date, each such employee shall receive a prorated amount for the months of service between his/her first anniversary date and the next installment of said allowance. When an employee leaves the Department through retirement, resignation or termination, the emergency response allowance shall be prorated and the amount paid but unearned shall be deducted from the employee's final paycheck.

10.03 Those officers whose normal duty requires work between the hours of 3:00 P.M. and 7:00 A.M. shall be entitled to a shift allowance which shall be paid in addition to the compensation set forth above in Section 10.01 herein and shall be as follows: a) for hours worked between 3:00 P.M. and 11:00 P.M., a sum equal to \$.30 per hour for all hours falling in the above period; b) For all hours worked between 11:00 P.M. to 7:00 A.M., a sum equal to \$.60 per hour for all hours falling in said period.

10.04 Each member of the Police Department holding an Associate's Degree or a 4-year degree from an accredited college or university, shall be entitled to a yearly payment of \$200.00, payable in equal amounts of \$100.00 on February 1 and August 1 of each calendar year. However, no member of the Police Department shall be entitled to any education allowance during the period of his/her probation as defined in Section 19.01 of this Agreement. Any new member of the Police Department completing his/her probationary period after August 1 of any year and prior to the next semi-annual payment date, shall receive an amount equal to the amount of the full months elapsing between the date of completion of such probation and the next semi-annual education allowance payment date. All members of the Police Department holding said degrees prior to January 1, 1986 shall be eligible for the yearly allowance set forth above, but in order to qualify for the said allowance on and after January 1, 1986, the Associate's Degree or the 4-year degree from an accredited college or university must be in a law enforcement related area of study.

10.05 Educational Stipend- Each member shall receive an allowance of \$200.00 (two hundred Dollars) each year for educational enrichment. Employees must first enroll in a class and the class must be related to their employment with the City. Employees must

show proof of the class and the cost of the class to receive reimbursement. Employees who don't utilize this stipend in any given year shall forfeit such stipend for that year only.

DUTY HOURS AND OVERTIME

11.01 The regular members of the Police Department shall be required to serve on a regular police duty as directed by the Mayor and as scheduled for each scheduled period. The schedule period shall be established on the basis that each officer shall serve 160 hours, in 10 hour increments, for each schedule period of 28 days duration. No officer shall be required to remain on regular duty for more than 16 consecutive hours, unless he/she is called upon by the Mayor to respond to an emergency.

11.02 Overtime Pay - Compensation for overtime as defined in this section shall be calculated by multiplying the officers' normal hourly rate of pay or fraction thereof by 1.5 for the number of hours worked in the performance of such duties in excess of 10 hours per day or 160 hours for each scheduled period of 28 days; however, overtime shall not be paid for twice. For purpose of this section, hours paid for vacation, holidays, compensatory time and sick days shall be calculated as time actually worked.

11.03 Compensatory Time - Effective each January 1, fifty-six (56) hours shall be added to the compensatory bank of each member of the bargaining unit. At the option of each officer compensatory hours may be accumulated in lieu of compensation up to a maximum of 288 hours. Said hours will be accumulated at 1.5 hours banked for each overtime hour (or fraction thereof) worked and not compensated. Officers may utilize said bank of overtime hours with the prior approval of the Chief in increments of not less

than 2 hours unless the Chief, in his sole discretion, determines some lesser time is appropriate. Officers shall be able to utilize their bank of compensatory time in accordance with the following: Only one Sergeant per shift may exercise the use of comp time if it creates overtime as it relates to supervisory overtime. Comp time use that will create the need for overtime fill-in must be requested twenty-four (24) hours in advance; the twenty-four (24) hour advance notice will be waived if the employee is able to secure his/her own replacement. Employees will not utilize comp time or holidays during declared emergency situations or when special events or circumstances would dictate scheduling additional officers on any particular day, as determined by the officer in charge.

All compensatory time banked must be utilized by December 1, with the exception of a maximum of 144 hrs., which may be carried over to the next calendar year. Any unused time exceeding 144 hours will be paid in cash by multiplying such hours remaining times the officer's normal hourly rate of pay. The payout of compensatory time remaining unused at 12/1, after any mandatory payout may be requested by the officer; and such requested time shall be paid in cash by multiplying the hours by the officer's normal hourly rate of pay. No compensatory time off may be utilized from December 22 through January 2 of each year.

11.04 When a Police Officer, not on duty, is called in to perform official Police duties prior to his/her scheduled work shift, that officer shall be compensated at the officer's overtime rate of pay for all hours worked on such call-in, but shall not receive overtime pay for less than two (2) hours for the call in. When a Police Officer, not on duty, is called in to perform official duties for a period of time that does not extend into his/her

next regularly scheduled work shift, that officer shall be compensated at the officer's overtime rate, at a minimum of four (4) hours.

It is understood and agreed that a call-in at any time whose sole purpose is to sign court documents, shall entitle such officer a minimum of two (2) hours. Official duties or official police duties shall include all duties performed by employees for the Department. The four (4) hour minimum pay stated herein applies each time an officer is called in and shall not be reduced in those cases where an officer is called in more than once during the same four (4) hour callout period.

11.05 Court appearance shall be paid at the officer's overtime rate of pay for all hours involved in the court appearance but the officer shall not receive less than three (3) hours overtime rate of pay for the court appearance. This provision shall not apply if the court appearance shall occur during an officer's normal tour of duty.

11.06 (a) All bargaining unit members that have completed their probationary period shall be allowed to select their shift annually; shift selections will be based on time in grade seniority with the most senior officer of that rank having priority choice. Uniform Patrol Sergeant shift selections will be based on a three (3) shift per day system (6:00 hrs to 16:00 hrs; 14:00 hrs to 00:00 hrs; or 22:00hrs to 8:00 hrs.). Sergeants in the Investigative Unit will be assigned to a shift (7:00 hrs to 17:00 hrs) and not be subject to the bid process as it relates to the Investigative Unit, however, they may bid on a Patrol Unit Shift . The shift selections will take place between October 15th and November 15th of each year, and shift selections resulting in a move from the Investigative Unit to the Patrol Unit must be made by September 15 of each year. The shift selection shall be

effective with the first schedule of the new year. There will be only one bid process per year.

(b) Should a vacancy occur on a Uniform Patrol Shift, and the City chooses to fill such vacancy, another member may choose to be moved to the affected shift (such move may not be made if the vacancy occurs less than 90 days prior to the October 15 shift selection process). If no member chooses to fill the affected shift, then the Chief will assign the newly appointed member to that vacancy. If there is no newly appointed member to fill the vacancy, then the Chief may move the member with the least time in grade seniority. This move will remain permanent until a new member in the affected rank is added, or a new bid process occurs. If a new member is added, the affected officer may choose to return to their original assignment.

(c) Only sergeants regularly assigned to a patrol shift shall fill a temporary absence in the patrol unit, unless no patrol sergeants are available. However, if such temporary absence is in excess of ninety (90) days, the Chief may temporarily move a non-patrol unit sergeant to cover the absence.

UNIFORM ALLOWANCE

12.01 Each regular full-time member of the Police Department shall be entitled to a uniform allowance of Seven Hundred Fifty Dollars (\$750.00) yearly, payable in equal amounts of Three Hundred Seventy Five Dollars (\$375.00) on the closest pay to February 1 and August 1 of each calendar year. However, no member of the Police Department shall be entitled to any uniform allowance during the period of his/her probation as defined in Section 19.01 of this Agreement. Any new member of the Police Department

completing his/her probationary period after August 1 or February 1 of any six (6) month period and prior to the next semi-annual payment date, shall receive an amount equal to the amount of the semi-annual payment divided by 6 and multiplied by the number of full months elapsing between the date of completion of such probation and the next semi-annual uniform allowance payment date.

12.02 Each newly hired member of the Police Department will be furnished at the City's expense, new uniforms, leather gear and safety equipment in accordance with Exhibit "A" attached hereto.

12.03 In the event that the City requires any changes in uniforms, leather gear or safety equipment, the City will furnish all officers, at its expense, the first issue of said newly required uniforms, leather gear or safety equipment.

12.04 In order to assist the members of the Police Department in maintaining and replacing leather gear and safety equipment required for use while on duty, the City agrees to pay a safety equipment maintenance allowance of \$750.00 per year payable in equal amounts of \$375.00 on the closest pay to February 1 and August 1 of each calendar year. However, no member of the Police Department shall be entitled to any maintenance allowance during the period of his/her probation as defined in Section 19.01 of this Agreement. Any new member of the Police Department completing his/her probationary period after August 1 or February 1 of any six (6) month period and prior to the next semi-annual payment date, shall receive an amount equal to the amount of the semi-annual payment divided by 6 and multiplied by the number of full months elapsing between the date of completion of such probation and the next semi-annual maintenance allowance payment date.

INSURANCE

13.01 Insurance-Medical. Each regular, full-time employee of the Police Department shall, after one (1) month of such full-time service, be entitled to health insurance provided by the City. Employees shall pay 5% of the COBRA rates for the health insurance premiums on the 90/10 Health Insurance plan, not to exceed \$80 a month for a family, and \$0 per month for single coverage.

The City shall also provide an 80/20 health insurance plan with no premium payments for family.

The parties agree to re-open negotiations prior to January 1, 2013 to discuss changes to insurance provisions and costs.

13.01 Insurance-Group Life. Each regular full-time employee of the Police Department shall, after one (1) year of such full-time service, be entitled to fully paid Group Life Insurance in the amount of **\$25,000**.

VACATIONS

14.01 Each regular, full-time member of the Police Department shall be entitled to the following annual vacation benefits, based on the length of continuous employment:
Two (2) weeks' vacation with pay at the end of one (1) year's full-time active duty;
three (3) weeks' vacation with pay at the end of five (5) year's full-time active duty;
four (4) weeks' vacation with pay at the end of ten (10) year's full-time active duty;
five (5) weeks' vacation with pay at the end of seventeen (17) year's full-time active duty;
six (6) weeks' vacation with pay at the end of twenty-four (24) year's full-time active

duty. A vacation week shall not exceed four (4) 10 hour days off with pay. Each increment of "week of vacation" with pay is equivalent to forty (40) hours of pay.

When a sergeant assigned to a uniform shift or the investigative unit takes a full week vacation (i.e. 4 – 10 hours days) during that week, the other sergeant assigned to that same shift may take three days off for uniform shift or one day off for investigative unit.

Vacation shall be earned as of January 1st of each year and shall be taken by the employee in the calendar year in which it is earned, provided, however, that when an employee has an anniversary of employment in a calendar year which would entitle the employee to receive an additional increment of vacation, the employee shall be entitled to observe the additional increment of vacation in the twelve (12) month period measured from the anniversary. Vacation shall not be accrued from year to year or payments made in lieu thereof except by special arrangement with the Director of Public Safety; provided, however, that any full-time member of the Police Department, who has concluded twenty-one (21) continuous years of service, may, at his/her option, bank not more than three (3) weeks per year, up to a maximum amount of nine (9) weeks. Such employee may receive cash payment for such banked vacation one time, either at retirement or before, but may not thereafter, bank additional hours after the nine (9) weeks have been utilized. In lieu of banking vacation time, an employee may turn-in for annual payment not more than three (3) weeks per year, up to a maximum amount of nine (9) weeks. The City's Finance Department must be notified of this intent not later than November 1st of the calendar year in which payment is requested. Said payment shall be made on the last pay of the calendar year in which payment is requested.

HOLIDAYS

15.01 Each regular full-time employee of the Police Department shall be entitled to the following twelve (12) paid holidays; except that the total number of paid holiday hours shall not exceed 96 hours per year:

- (1) First day of January, known as New Year's Day;
 - (2) Third Monday in January, known as Martin Luther King Day; (can be taken as a floating holiday subject to prior agreement with departmental supervision);
 - (3) Third Monday in February, known as Washington-Lincoln Day; (can be taken as a floating holiday subject to prior agreement with departmental supervision);
 - (4) Decoration or Memorial Day (date of observance as established by State Legislature);
 - (5) Fourth day of July, known as Independence Day;
 - (6) First Monday of September, known as Labor Day;
 - (7) Second Monday in October, known as Columbus Day; (Can be taken as a floating holiday subject to prior agreement with departmental supervision);
 - (8) Eleventh day in November, known as Veteran's Day; (can be taken as a floating holiday subject to prior agreement with departmental supervision);
 - (9) Fourth Thursday in November, known as Thanksgiving Day;
 - (10) Twenty-fifth day of December, known as Christmas Day;
 - (11) A floating Holiday to be taken subject to prior agreement with departmental supervision;
 - (12) Employee's Birthday, (can be taken as a floating holiday subject to prior agreement with departmental supervision).
- a. In cases where an employee is required to work on a day upon which he/she would otherwise be entitled under this subsection to observe as a paid holiday, he/she shall be compensated at twice his/her normal hourly rate of pay for those hours he/she does work, or in lieu thereof, the employee may, with permission of the Director of Public Safety, taken a compensatory day off with pay for such holiday.

- b. In cases where an employee is scheduled to work any of the five (5) traditional holidays (New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving) he/she shall be entitled to an additional five (5) hours of pay at the straight time rate for each traditional holiday worked.
- c. If an employee scheduled to be off-duty on a traditional holiday named above, is required to work said traditional holiday, he/she shall be compensated at an additional amount equal to twice his/her normal hourly rate of pay for those hours he/she does work; or in lieu thereof the employee may with the permission of the Director of Public Safety take an additional amount of compensatory time off equal to twice the number of hours actually worked on the traditional holiday.
- d. If an employee scheduled to be off-duty on a traditional holiday, is required to work said traditional holiday, he/she shall be entitled to the five hour holiday bonus, paid at the straight time rate, if and only if he/she works a full eight hour shift on said traditional holiday.
- e. In cases where an employee is scheduled to work on Christmas Day he/she shall be entitled to a holiday bonus whereby he/she shall be paid an additional hour pay at the straight time rate for each hour he/she actually works on Christmas Day.
- f. If an employee scheduled to be off duty on Christmas Day, is required to work Christmas Day, he/she shall be compensated at twice his/her normal hourly rate of pay for those hours he/she actually works on Christmas Day; or in lieu thereof the employee may, with the permission of the Director of Public Safety, take an additional amount of compensation time off equal to twice the number of hours actually worked on Christmas Day.
- g. If an employee scheduled to be off duty on Christmas Day, is required to work Christmas Day, he/she shall be entitled to the Christmas Day holiday bonus, calculated as an hour paid at the straight time rate for each hour he/she works on Christmas Day.
- h. Compensatory days for the twelve (12) holidays shall, with the approval of departmental supervision, be scheduled throughout the calendar year consistent with seniority and safety requirements. Holidays, except Christmas, must be observed before December 15th annually unless otherwise approved by the Chief. A police officer whose service is terminated will have his/her last pay adjusted to reflect holidays earned in that year but not yet taken and those taken but not yet earned.
- i. Manpower need for the five traditional holidays and Christmas Day shall be based on normal daily shift minimums. Officers shall be scheduled to meet such normal daily shift minimums in accordance with departmental policy and procedures. In the event that operational needs require staffing above normal daily shift minimums, any

employee required to work such traditional or Christmas holiday above the normal daily shift minimum, shall be compensated in accordance with the provisions of this section.

- j. For purposes of computing holiday compensation under this section: Currently minimum daily shift requirements are three officers on uniform patrol day shift and week day night shift and four officers on uniform patrol afternoon shift and weekend night shift. No Detectives are required on any traditional and Christmas holiday. Minimum shift requirements may be changed by the Chief as long as they are not changed to circumvent the intent of this section.

LONGEVITY PAY

16.01 Additional compensation for continuous, full-time employment, which shall be entitled "Longevity Pay", which shall be paid for each calendar year at the first pay period in December of that calendar year. The rate of longevity pay to which an employee shall be entitled in any calendar year shall be computed in accordance with the following schedule:

<u>Years of Continuous, Full-Time Employment Completed as of the Anniversary Date of Employment</u>	<u>Rate of Longevity Pay Per Month</u>
0-4	\$ -0-
5	\$ 20.83
10	\$ 41.66
15	\$ 62.50
20	\$ 83.33
25	\$104.16
30	\$125.00

The amount of longevity pay to which an employee is entitled in a calendar year shall be computed by multiplying the number of months in said calendar year preceding and subsequent to his/her anniversary date of employment in that year by the applicable rate or rates of monthly longevity pay based upon the number of full years of continuous,

full-time employment completed in that year as determined in accordance with the above schedule.

JURY DUTY COMPENSATION

17.01 Each regular, full-time employee of the Police Department shall, if called for Jury Duty, receive their regular compensation during the time spent in the capacity as jurors less the amount paid them by the court of such duty as jurors.

SICK LEAVE

18.01 Each regular full-time employee of the Police Department shall be entitled to 4.6 hours of sick leave for every eighty (80) hours of regularly scheduled employment. Unused sick leave shall be cumulative up to a maximum total of one thousand seven hundred and fifty (1750) hours. (Note: for purposes of this contract any catastrophic leave hours on record as of December 31, 2002, will be converted to regular sick leave hours subject to maximum accumulation limits of this section.) Sick leave accrued under prior contracts shall remain in effect and sick leave days accrued as of December 31, 1993, shall be converted to hours at the rate of eight (8) hours per each day accrued. Payment for sick leave, at the rate of one (1) hour for every hour of sick leave absence, shall be made only when approved by the Director of Public Safety, who may require the employee to furnish a satisfactory, written, signed statement to justify the use of sick leave, and in the case of sick leave absence in excess of two (2) days, shall require certification as to the nature of illness or injury from the employee's physician or the Police Surgeon.

Absences due to service connected injuries will not be charged against employee's accumulated sick leave so long as it does not exceed the employee's attending physician's and/or Police Surgeon's prognosis as to employee's ability to return to employment. Once employee has returned to assume normal duties, following absence due to service connected injury, subsequent absences, alleged as being due to service connected injury, will be charged against employee's accumulated sick leave unless excused by employee's attending physician's and/or Police Surgeon's certificate. In case of disagreement between physicians, the certification of a third (3rd) physician will be required.

An employee may use a portion of his/her accumulated sick leave for funeral arrangements and services for his/her spouse, child, parents, mother-in-law, father-in-law, grandparents, grandparents-in-law, sister, brother, sister-in-law, brother-in-law, grandchildren, step-parent, step-sister, step-brother, aunt, uncle, cousin, niece, and nephew. Funeral leave so utilized shall not be so charged as to reduce employee's sick leave incentive.

Police Department employees shall be paid an incentive for conservation of annual sick leave allowances as follows:

<u>Unused Sick Leave Hours</u>	<u>Incentive Payment-Hours</u>
120	30 Hrs.
110	28 Hrs.
100	26 Hrs.
90	24 Hrs.
80	22 Hrs.
70	20 Hrs.
60	18 Hrs.
50	16 Hrs.
40	14 Hrs.
30	12 Hrs.

	20	10 Hrs.
Less than	20	-0-

Hourly rate to be paid will be that in effect as of December 31st in the year in which the sick leave hours are accumulated. The hourly rate as defined for purposes of calculating the sick leave conservation payment shall be the total of the officer's annual rate of pay as defined in section 10.01 and the employee's longevity payment for that year divided by 2080 hours. Payment is to be made concurrent with the second payroll of February following the year in which sick leave days were accumulated. Such incentive will in no way diminish an employee's sick leave accumulation.

At the time of retirement from active duty with the City or death of the employee, the employee, or the employee's estate, will be paid in cash for (60%) of the value of his/her accrued, but unused, sick leave credit. Such payment shall be based on the employee's rate of pay at time of retirement or death. (Retirement to be as defined in Police and Fireman's Disability and Pension Fund Regulations). Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. The maximum payment which may be made shall be (60%) of Twelve hundred (1200) hours. The formula for computation shall be:

$$\frac{\text{Annual Rate} \times (\text{Accumulated Hours} \times 60\%)}{2080}$$

(Note: Annual rate of pay shall be defined as the total of the employee's annual base pay rate as defined in section 10.01 and the employee's longevity payment for that calendar year.)

The incentive for conservation of annual sick leave shall be pro-rated and paid for the portion of the year in which separation, by death or retirement, of an employee of the Police Department shall occur.

18.02 ON DUTY INJURY LEAVE: Whenever an Employee is injured while on duty, the Employee is entitled to on duty injury leave pay provided the Employee reports such injury to the Chief, Assistant Chief or Shift Supervisor during or by the end of the shift during which the injury occurred or no later than seventy-two (72) hours after the end of the Employee's shift by completing an OSHA 101 form; it will be the responsibility of the Chief, a Captain or a Unit Supervisor to whom the injury was reported to file the form.

Section 1. The first report of an injury shall be made to a medical provider appointed by the City or the Parma Hospital Emergency Room or MetroHealth Hospital Emergency Room as soon as practicable but no later than two (2) days after the injury is reported to the Supervisor. In the event of an on-duty injury occurring outside of the City of Parma Heights that is serious enough to require emergency care, such first report of injury may be made at the closest emergency medical facility. The City appointed medical provider or the emergency room doctor must within forty-eight (48) hours of the initial medical examination certify to the Personnel Office that the Employee is unable to work due to the reported injury as a condition precedent to the Employee receiving on duty injury pay. This shall be the only time that the employee shall be required to be examined by this provider or the emergency room. In instances where an Employee reports an injury or incident by completing an OSHA 101 form within seventy-two (72) hours after the shift the injury or incident occurred but the Employee does not require immediate medical attention; the first report of injury to a medical provider as detailed in this section shall be made by the Employee within fourteen (14) days after the injury or incident was reported.

Section 2. At all times, the Employee retains the right to seek a medical examination from a medical doctor of their choosing. Medical evidence shall be provided in writing to the Employer within a reasonable period (no more than fourteen (14) days after the Employee has reported the injury to a medical provider as detailed in Section 1) by the Employee's treating medical doctor, establishing: (a) the cause and nature of the injury (b) the extent of the injury (c) the likelihood of the term disability (d) the medical probability of full recovery and eventual return to work. In addition, the Employee's medical doctor shall complete and submit to the Employer a BWC Medco-14 Physician's Report of Work Ability form within 14-days of seeking medical attention. Forms will be available at the Personnel Office and the Police Department. After the initial filing of the workability report, such workability reports will be required to be submitted to the Personnel Office no less than once every thirty (30) days. In order for the Employee to remain on on-duty injury leave, the Employee's physician must complete the BWC Medco-14 form in its entirety. In the event the BWC Medco-14 form is received by the Personnel Office in an incomplete manner, the Personnel Office will contact the injured Employee instructing him to take the form back to the doctor for completion. The injured Employee will have two (2) working days from the point of being contacted by the Personnel Office to return the completed form to the Personnel Office.

Section 3. Only the Personnel Director, on behalf of the City, and the City's BWC Third Party Administrator, shall make inquiries to the Employee's medical doctor or the BWC

representatives and MCO in regard to the Employee's injury or status. The Employee may review all records concerning correspondence between the City, the medical doctors, and the Ohio Bureau of Workers' Compensation representatives and MCO, which are maintained in the personnel office, relating to the Employee's injury.

Section 4. At any time, the City may request a medical opinion by a City appointed medical doctor who practices in the Employee's type of injury. In the event that there is a disagreement between the City's medical doctor and the Employee's medical doctor regarding the Employee's ability to work due to the injury, return to work status, or light duty eligibility, the certification of a third medical doctor is required. The City shall select a third medical doctor from a list of BWC physicians certified to practice in the Employee's type of injury; said list to be mutually agreed upon between the City and OPBA. The third medical opinion shall be a final and binding decision as it relates to this section.

Sections 5. An approved absence due to injury on the job will not extend beyond two hundred seventy (270) calendar days. If necessary an injured Employee may petition the On Duty Injury Review Board for an extension of the on duty injury leave. Such extension, while made at the sole discretion of the On Duty Injury Review Board, shall not be unreasonably denied. The On Duty Injury Review Board shall be comprised of two members representing the City, two OPBA Local members representing the injured Employee, and an Arbitrator. The Arbitrator shall be selected from a panel to be provided by the Federal Mediator and Conciliation Service or SERB. The Arbitrator shall be present during deliberation of the Board and shall render a binding decision upon the parties in the event of a deadlock between the City and the OPBA Local members of the Board. The cost of the Arbitrator shall be shared equally by the City and the OPBA. If an Employee exhausts the on duty injury leave as described in this section, the Employee retains the right to seek wage continuation benefits available through the Ohio Bureau of Workers' Compensation and other benefits.

Section 6. The Employee is not entitled to collect on duty injury pay under this section while employed by an employer other than the City of Parma Heights unless the Employee is on Light-Duty assignment, in which case, Section 8 of the Light-Duty Assignments Article will apply.

Section 7. If an employee is denied on duty injury leave benefits under this Article, the Employee retains the right to seek wage continuation benefits through the Ohio Bureau of Workers' Compensation.

Section 8. All medical expenses incurred due to requirements of the City mandated examinations and certifications as indicated in Section 2 of this Article will be the burden of the City if not paid by Ohio BWC or the City furnished medical plan. In addition, medical costs associated with efforts to amend the injury as originally approved by the Ohio BWC will not be paid by the City.

Section 9. An employee who exhausts all ODI leave under this article and has applied for wage continuation benefits through the Ohio BWC shall be eligible to receive coverage under the City Medical Insurance under the following conditions:

- The employee shall file for a disability retirement through the Police & Fireman's Disability & Pension Board within 30 days of the date at which ODI leave is exhausted. Such proof of filing shall be submitted to the City Finance Director.
- Continuation of medical coverage shall be available for a period of up to nine (9) months from the date upon which ODI leave is exhausted or until wage continuation with the BWC or Disability Pension is ruled upon, whichever is later.

Section 10. This section shall apply to all on duty injuries that occur on or after January 1, 2006.

18.03 LIGHT-DUTY ASSIGNMENTS:

1. The City reserves the right, at its sole discretion to assign an Employee to light-duty status consistent with the medical certification contained within the BWC Medco-14 Work Ability Report. The Police Chief will determine light-duty functions to be incorporated into the Light-Duty Assignment Certification Form, which will be attached to and submitted with the BWC Meco-14 form to the medical doctor to assist the doctor in certifying eligibility for light-duty status. Light-duty assignments shall be made in writing to the Employee.
2. In the event that there is a conflict between the Employee's medical doctor and the City's medical doctor regarding medically appropriate assignments, a third medical doctor specializing in the injury will determine the Employee's physical ability. Said third medical doctor shall be selected from a mutually agreed upon list pursuant to the selection process outlined in Section 4 of the On Duty Injury Leave Article.-
3. It is expected by the City that work ability forms will only be compiled by the medical doctor based on a current medical examination of the injured Employee. The Employee shall receive a copy of all forms generated from such examinations.
4. The Employee shall, at the option of the Chief of Police, be scheduled for light-duty assignment either on his regularly scheduled shift or on day shift, Monday through Friday. The Police Chief will assign the specific light duty activities consistent with the Light Assignment Duties Certification. The injured employee will not count toward minimum manning until returned to full duty. Light duty assignment will be available during the period of on duty injury leave and extension when granted by the Medical Review Board.
5. The employee shall be permitted to schedule physical therapy appointments and to carry-out physical therapy workouts at the Police Station while on the light duty assignment. Scheduling such therapy rehabilitation activities shall be coordinated with the Police Chief.
6. While on light-duty status the employee may take or bank scheduled holiday or vacation time that occurs during the period of light-duty assignment. Use of such vacation time

shall cause the 270-day on duty injury leave period to be extended by a number of days equal to the number of vacation days but not to exceed one week. Vacation time taken in excess of one week shall count as part of the 270-day on duty injury leave period.

7. Failure of the Employee to accept the light-duty status on the date specified will cause the on duty injury leave to terminate. Injury leave subsequent to such refusal to accept a light-duty assignment will be charged against the Employee's accrued personal leave time except the order in which this time will be charged will be at the Employee's preference. (Note: this means that the Employee may designate his accumulated sick time be charged before his vacation, holiday or comp time leave is charged, as an example.)
8. While on light-duty assignment the Employee may be employed by an employer other than the City, provided such employment is consistent with his/her medical certification and provided such light-duty assignment does not exceed thirty (30) calendar days. If such light-duty assignment exceeds thirty (30) calendar days, Section 6 of the On Duty Injury Leave Article shall apply.

PROBATIONARY PERIOD

19.01 New employees will be considered to be on employment probation for a period of eighteen (18) months from the last date of hire. During the probationary period, discharge or suspension by the City shall not be subject of the grievance procedure.

19.02 Present employees who are upgraded to a higher position pursuant to the rules and regulations of the City shall be on probation in said higher grade for a period of six months from the effective date of the upgrade. During the probationary period, reduction to the employee's original rank shall not be subject to arbitration.

SENIORITY

20.01 Only regular full-time employees of the Police Department shall have seniority. A new employee shall have no seniority during the employment probationary period set forth in Section 19.01 of this Agreement, but upon completion of the probationary period set forth in Section 19.01, seniority shall be retroactive to the employee's last date of hire.

Employees with the same employment date shall be assigned to the seniority list in the order of their ranking on the Civil Service Eligibility List.

20.02 Seniority for preference purposes, including but not limited to shift preference, days off preference and holiday preference, shall mean an employee's uninterrupted length of continuous service with the City as a sworn police officer for those officers promoted to their current rank prior to January 1, 1997. Employees promoted or demoted after January 1, 1997 will receive seniority for the above-mentioned preference purposes based on "time in grade". "Demoted" includes involuntary or requested demotions. "Time in grade" is the length of uninterrupted time an employee spends in any given rank. Time in an employee's rank is not considered interrupted if an employee is demoted prior to completing the probationary period described in 19.02. Seniority for purposes of benefit entitlement, including but not limited to length of vacation, vacation preference and longevity pay, shall mean an employee's uninterrupted length of continuous service with the City. Seniority for the purposes of job protection entitlement, including but not limited to layoff and recall, shall mean an employee's uninterrupted length of service with the City as a sworn police officer.

20.03 Continuous service and seniority shall be broken when an employee:

- A. Quits, resigns or retires;
- B. Is discharged for just cause;
- C. Is laid-off for twenty-four (24) consecutive months except that employees with five (5) or more years of seniority at the time of lay-off will have their continuous service and seniority broken if laid off for thirty-six (36) consecutive months.
- D. Fails to report to work within ten (10) calendar days when recalled from lay-off by certified mail addressed to the employee's last known address as shown on City records.

PERSONNEL LAY-OFF AND RECALL

21.01 When it becomes necessary in the Police Department, through lack of work or funds, or for causes other than those outlined in Section 124.37 of the Revised Code, to reduce the force in such department, the youngest employee in point of service shall be first laid off. Such reduction in force shall not occur unless and until all part-time, seasonal, auxiliary and temporary police officers have been laid off. In the event full-time police officers are subject to layoff, no part-time, seasonal, auxiliary officers and temporary police officers shall be re-called until such time as all laid off full-time police officers have been offered re-employment and/or re-hired. During the time period of such layoff of part-time, auxiliary, seasonal and temporary police officers, members of the bargaining unit agree to perform the duties of such laid off non-bargaining unit officers as part of regular duty hours at their straight time hourly rate; unless work conditions require overtime compensation, as approved by the Police Chief or his designee. If lay off(s) of a member of the bargaining unit becomes necessary, the City agrees that no funds will be used for any auxiliary police expenditures, including but not limited to pay, until such time the member is called back and reinstated. Should a position in the Police Department once abolished or made unnecessary be found necessary to be recreated or re-established within two (2) years from the date of abolishment, or should a vacancy occur through death, resignation, or any other position or layoff, the oldest employee in point of service of those laid off shall be entitled to the position, providing he/she was, at the date of his/her separation, a regular and permanent employee; however, in the event that the oldest employee in point in service of those laid off had five (5) or more years of seniority

at the time of his/her separation, said oldest employee shall be entitled to the position for a period of three (3) years from the date when abolishment or vacancy occurs.

DISCIPLINE

22.01 The City reserves the right to invoke discipline for just cause, as required. Any disciplinary measure involving suspension or discharge from employment shall be subject to the grievance procedure set forth in this agreement beginning at step three (3) of the grievance procedure. Any written reprimands or warnings will be subject to the grievance procedure as continued in this agreement except that such written reprimands and warnings will not be subject to arbitration. Disciplinary hearings or interviews requested as part of the disciplinary process will be conducted at hours reasonably related to the Employee's shift unless operational necessities require otherwise. Participation in such hearings or interviews outside of normal shift hours will be subject to the minimum call-in provision of §11.04 of this contract. (Example: Minimum call-in pay of four (4) hours if hearing is held on the officer's day off; minimum call-in pay of two (2) hours if hearing is held prior to scheduled shift; holdover pay to be paid at an overtime rate if hearing is held at the conclusion of a regular shift.) Where practicable, notices of hearings/interviews will be given at the workplace.

22.02 The City shall be prohibited from invoking discipline unless such disciplinary charges are initiated within sixty (60) days of the City's discovery of the incident or conduct giving rise to the intended discipline. Discipline for incidents involving criminal activity shall be exempt from such sixty (60) days limitation. The sixty (60) day limitation for invoking discipline for criminal activity will commence at the time when

criminal charges, if any, are filed. The sixty (60) days limitation will commence at the conclusion of the criminal investigation, whether or not criminal charges have been filed.

22.03 Any record of a complaint against an employee that is not determined to be valid and actionable within thirty (30) days will be removed from the employee's personnel file but will be maintained in a separate location.

22.04 Any record of discipline involving a one (1) day suspension or less will not be considered by an arbitrator for any purpose more than two (2) years beyond the date on which said discipline was issued, if the employee has not subsequently within said two-year period been disciplined for the same offense.

Any record of discipline involving suspensions greater than one (1) day will not be considered by an arbitrator for any purpose more than five (5) years beyond the date on which said discipline was issued, if the employee has not subsequently within said five-year period been disciplined for the same offense.

22.05 The City will provide an employee with a copy of any citizen's complaint within five (5) business days of its receipt by the Chief, provided however, the City may refrain from turning over such report in the event that the disciplinary incident is also the subject of a pending criminal charge. Complaints made by a civilian that are not in writing and result in disciplinary action against the employee shall be put in writing by a supervisor. All unfounded civilian complaints shall be kept in a file separate from the employee's personnel file. The City will provide a complete copy of the investigation to the affected employee, at no cost, upon the investigation's completion unless the investigation contains an element of criminal conduct in regard to the affected employee.

GRIEVANCE PROCEDURE

23.01 A grievance is a dispute or controversy arising between the City and a grievant concerning the interpretation or application of some specific and express written provision of the agreement. A grievant shall be defined as any bargaining unit employee or the OPBA or an OPBA director. Every grievant shall have the right to present his/her grievance in accordance with the procedures herein provided, free from any interference, coercion, restraint, discrimination or reprisal. It is the intent of both parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure. For purposes of definition a "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or holidays celebrated by the City.

When a grievance arises, the following procedure shall be observed:

GENERAL STIPULATION: All grievances shall include the name and position of the bargaining unit member affected by the alleged incident. The incident should be identified as to time and place where the alleged events or conditions giving rise to the grievance took place.

Step 1. A grievant who has a possible grievance shall discuss it informally with his/her immediate supervisor, either alone or accompanied by his/her Union representative within five (5) days after the grievant learned, or should have learned, of the event upon which the grievance is based. The immediate supervisor shall give an answer to the grievant within three (3) days following the date of the grievance discussion.

Step 2. If the grievant's grievance is not satisfactorily settled in Step 1, the grievance shall be reduced to writing and signed by the grievant and submitted to the

Chief of the Police Department within nine (9) days after the grievant learned or should have learned of the event upon which the grievance is based. The written grievance must set forth the complex facts upon which it is based, the date and time of their occurrence, the Agreement provision upon which the grievance is based, the name of the employee involved, and the relief requested. The Police Chief shall give a written answer within three (3) days after the receipt of the grievance in writing.

Step 3. If the grievance is not satisfactorily settled in Step 2, the grievant may appeal in writing to the Director of Public Safety within fifteen (15) days after he learned or should have learned of the event upon which the grievance is based. The Director of Public Safety, together with such representatives of the City as the Director of Public Safety deems appropriate, shall then meet with a representative or representatives of the Union and the grievant to consider the grievance. For grievances dealing with suspensions without pay, the Director of Public Safety shall hold the Step 3 hearing within five (5) working days of the date upon which the written appeal is received by the Director of Public Safety. For grievances dealing with discipline other than suspensions without pay, the Step 3 hearing shall be held within ten (10) working days of the date upon which the written appeal is received by the Director of Public Safety. The Director of Public Safety will answer the grievance in writing within ten (10) working days following completion of the Step 3 discussion.

Step 4. If the grievance is not satisfactorily settled in Step 3, the grievant may appeal in writing to the Mayor within ten (10) days after s/he learned or should have learned of the event upon which the grievance is based. The Mayor, together with such

representatives of the City as the Mayor deems appropriate, shall then meet with a representative or representatives of the Union and the grievant to consider the grievance. The Mayor will answer the grievance in writing within ten (10) working days following completion of the Step 4 discussion.

Step 5 4. If the grievance is not satisfactorily settled in Step 4 3, the Union may appeal said decision within thirty (30) days after the grievant learned, or should have learned, of the event upon which the grievance is based by filing a demand in writing with the City to submit the matter to final and binding arbitration and simultaneously serving a demand for arbitration and a request for a list of arbitrators to the Federal Mediation and Conciliation Service. The parties shall attempt to agree on an arbitrator from the panel submitted and, if unsuccessful, either party may request a second panel. If a mutually agreeable arbitrator cannot be selected from the second panel, the parties shall be bound to accept an arbitrator from said second panel by the alternate strike method.

The arbitrator's authority shall be limited to interpretation and application of the terms of this Agreement, and he/she shall not have any authority to add to or subtract from or modify in any way the provisions of this Agreement. The arbitrator shall not make an award in conflict with law or pass upon issues governed by law. The costs of the arbitration shall be shared equally by the Employer and Union.

Any grievance which is not timely presented by the grievant in accordance with the time schedule set forth above shall be considered settled in accordance with the last answer of management and shall not be arbitrable. Any grievance not answered by management within the timetable set forth above shall be deemed rejected and will be

advanced to the next step of the grievance procedure upon a timely filing of an appeal by the grievant in accordance with the provisions of this Agreement.

NEGOTIATION PROCEDURE

24.01 Either party to this Agreement may serve a written notice upon the other party and to the State Employment Relations Board (SERB), no sooner than one hundred fifty (150) days nor later than sixty (60) days prior to the expiration of the Agreement, of its intention to renegotiate the Agreement. The party serving notice shall also, at that time, attach a copy of the existing Collective Bargaining Agreement to SERB, and a copy of the proposed amendments to the other party.

24.02 The parties have until not later than forty-five (45) days prior to the expiration of the existing contract to meet and seek to reach an agreement over the items set for negotiation.

24.03 If agreement is not reached prior to the forty-five (45) day limit mentioned above, the parties shall submit the issue in dispute to binding arbitration confined to a choice of the last offer of each party to the Agreement on items for negotiation on which an agreement has not been reached.

The demand for arbitration will be submitted to the SERB with the notation that the parties have agreed to an alternate settlement provision as authorized by R.C. 4117.14(C) together with Conciliation Service or the SERB and a request for a list of seven (7) arbitrators. In the event a mutually acceptable arbitrator cannot be selected from the first list, a second list may be requested. In the event the parties cannot agree on a mutually acceptable arbitrator from said second list, an arbitrator will be chosen from the second list by means of the alternate strike method.

The arbitrator shall have all the rights and powers of a conciliator under R.C. 4117.14 and shall be governed in his decision by the provisions of R.C. 4117.14(G) and (H).

The costs of the arbitration shall be shared equally by the employer and the Union.

LABOR/MANAGEMENT

25.01 In the interest of sound labor/management relations, it is hereby established a labor/management committee consisting of not more than three (3) employee representatives of the union. The names of the representatives so selected shall be certified in writing to the Chief of Police and the City. Unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the Chief and/or other City representatives shall meet with the labor/management committee to discuss pending problems and to promote a more harmonious labor/management relationship. Neither party shall have the right to be accompanied by an attorney unless agreed otherwise.

25.02 An agenda will be furnished at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting, and the names of those union representatives who will be attending. The purpose of such meetings shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the union of changes made by the Chief which affect bargaining unit members of the union;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties.
- E. Discuss ways to increase productivity and improve efficiency;

- F. To consider and discuss health and safety matters relating to employees; and
- G. To consider recommendation for changes from the union in the Standard Operating Procedure, Rules and Regulations.

25.03 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.

25.04 Employee representatives who are scheduled to be at work during the time of this meeting shall receive no loss of pay. It is further agreed that any employee on duty may be required to return to work if an emergency arises during this meeting.

LEGALITY

26.01 It is the intent of the City and the Union that this Agreement comply, in every respect, with applicable legal statutes, and charter requirements, and if it is determined that any provision of this Agreement is in conflict with law, that provision shall be null and void and shall not affect the validity of the remaining paragraphs of the Agreement. In the event of an unlawful determination, the City and the Union shall meet within thirty (30) days for the purpose of negotiating a lawful provision.

DURATION

27.01 This Agreement shall become effective on the 1st day of January, 2011 and shall continue in full force and effect until midnight, December 31, 2013, and thereafter from year to year unless at least sixty (60) days but not more than one hundred fifty (150) days prior to said expiration date, or any anniversary thereof, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions. Upon timely written notice of an intention to reopen negotiations, an initial conference will be arranged within fifteen (15) days after receipt of such notice.

27.02 Notwithstanding 27.01 of this Agreement, the parties agree to a contract re-opener with respect to Article 10 RATES OF PAY, and Article 13 INSURANCE. The results of the re-opener shall be effective January 1, 2013. It is further agreed that, if the parties proceed to conciliation to settle the reopener, that the Conciliator shall have the authority to retroactively modify Article 10 and Article 13 in accordance with the conciliation award, notwithstanding any restriction contained in R.C. 4117.14 (G)(11).

DRUG/ALCOHOL TESTING

28.01 The City and Union have agreed on a drug/alcohol policy, a copy of which is attached hereto as Exhibit C and incorporated by reference.

RETIREMENT

29.01 Any member who retires from the Department after twenty (20) years of continuous service will be entitled to receive his/her badge, suitably mounted on a plaque, provided to him/her at City expense. Such member shall also be entitled to his/her service weapon; provided, however, if the Chief of Police has a reasonable basis, he/she may withhold permission for such member to be given his/her service weapon.

RESIDENCY REQUIREMENT

30.01 It shall be a condition of employment that all employees covered by this Agreement maintain his/her personal place of residence not more than twenty (20) miles from the closest boundary of the City of Parma Heights. The City stipulates that if during the duration of this agreement the state legislature or a court of appropriate jurisdiction either eliminates residency as a requirement for employment or if the limitation is extended beyond the current 20 mile limitation, the City will abide by the expansion or elimination of such residency limitations.

PART-TIME WORK

31.01 When part-time law enforcement related work becomes available, it will be offered to regular full-time police officers through the Department's designated "Part-Time Work Committee". Any City official of whom information is requested about this type of employment shall, without further comment about wages and working conditions, advise those inquiring to contact a member of the "Part-Time Work Committee" at the Police Department. When any of the part-time law enforcement related work cannot be filled by regular full-time officers of the Parma Heights Police Department, the work shall be offered to the Parma Heights Auxiliary Police first, through the "Part-Time Work Committee", before it is offered to any outside agency.

SUPERVISION OF PATROL SHIFTS AND THE INVESTIGATIVE UNIT

32.01 (a) (1) A Sergeant shall be assigned to and responsible for supervising patrol shifts and a Sergeant shall be assigned to and responsible for supervising the Investigative Unit.

If no Sergeant or Captain is scheduled to supervise the Investigative Unit, then the scheduled Uniform Patrol Sergeant may supervise the unit, provided there are two (2) Sergeants working in Uniform Patrol. If no other Uniform Patrol Sergeant is scheduled to work, then reasonable attempts must be made to call-in a sergeant, and if no sergeants, then a captain, prior to allowing a Detective/Patrolman, Executive Officer, or the Chief to supervise the Investigative Unit. If there is no Sergeant supervising the investigative unit for more than four (4) consecutive weekdays, reasonable attempts will be made to call in a Sergeant.

(2) If no Uniform Patrol Sergeant is available to cover a patrol shift vacancy, then the supervision of said patrol shift shall be undertaken by any other Sergeant, and if no Sergeant is available, then a Captain. (Captain, as used in this section, shall be a bargaining unit member holding the rank of Captain) If no Captain is available, or in the event of an emergency in which a Sergeant or Captain supervising a patrol shift or the Investigative Unit becomes incapacitated and reasonable attempts made to call a Sergeant or Captain in to work are unsuccessful; then the senior Patrolman on duty, the Executive Officer, or the Chief may supervise the patrol shift. This section in no way limits or precludes the Chief or Executive Officer's right to exercise supervisory authority, at their discretion, over patrol shifts and/or the Investigative Unit when a Sergeant or Captain is on duty as the shift supervisor pursuant to this section.

(b) At the discretion of departmental supervision, when an officer is scheduled to attend training five (5), eight (8) hour days in a week, then for that week, the officer will work five (5) eight (8) hour days.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands this

6th day of DECEMBER, 2012.

CITY OF PARMA HEIGHTS

OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION, INC.

x Michael Byrne
MICHAEL BYRNE, MAYOR

[Signature]

City of Parma Heights

[Signature]

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS.

Randy Weltman

Michael Stearns
DIRECTOR OF LAW 2-4-2012

FINANCE COMMITTEE

Ferris B. Hickey

EXHIBIT "A"

SAFETY EQUIPMENT:

1. Vest and Vest Holder
2. Rain Coat and Hat Cover
3. Handcuffs
4. Service Revolver or Pistol (one per officer) with three (3) magazines
5. Taser
6. ASP
7. OC Spray
8. CPR Mask
9. Firearms Range Ear Protection
10. Firearms Range Eye Protection
11. Reflective Traffic Vest

LEATHER GOODS:

1. Garrison (Sam Browne) Belt
2. Holster- minimum of a level 111
3. Handcuff case
4. Ammunition Holder
- Belt Loops
- Speed Loader Holders
- Dump Pouch
5. Belt Keepers 4
6. Baton Ring

7. Key Holders
8. Underbelt
9. Radio Holder
10. OC Spray Holder
11. Taser Holder
12. ASP Holder
13. Double Magazine Holder

CLOTH GOODS:

1. Shirts- 3 short sleeve, 3 long sleeve, 1 class "A" long sleeve
2. Pants- 3 duty pair, 1 class "A"
3. Blouse- 1
4. Cap- 1
5. Little Chief Jacket- 1
6. Tuffy Jacket- 1
7. Tie- 1
8. Tie Bar- 1
9. Blauer Winter Jacket- 1
10. Windchamp Spring Jacket- 1
11. Winter Watch Cap- 1
12. White Polo Shirt- 1
13. Badge- 2
14. Name Tag- 1
15. Duty Footwear

16. Mourning Band
17. Ticket Book Holder
18. Report Form Holder

EXHIBIT "B"

PARMA HEIGHTS POLICY FOR IMPLEMENTATION OF DRUG/ALCOHOL TESTING

PURPOSE

The purpose of the policy is to provide Members of the Ohio Patrolman's Benevolent Association (OPBA) Sergeants/Captains with the City of Parma Heights' position regarding alcohol and drug usage situations. The intention of the City is to provide a safer work environment, to improve an employee's health and job performance when affected by the abuse of alcohol or drugs, and to provide guidelines for the consistent handling of alcohol and drug related situations throughout the City of Parma Heights. From this point forward, the City of Parma Heights shall be known as "the City" and the members of the OPBA Sergeants/Captains Local shall be known as "Employees".

POLICY

1. Use of Alcohol and Drugs

- a. Employees shall not possess, while on duty, any unsealed receptacle containing an alcoholic beverage nor shall any employee sell or use an alcoholic beverage while on duty, except that police officers may do so in the performance of police duty.
- b. Employees shall not possess, sell or use illegal drugs nor abuse prescription drugs at any time, provided that members of the Police Department may be in the possession of illegal drugs while on duty if such possession is incidental to their official duty.
- c. Employees shall not work or report to work under the influence of alcohol or illegal drugs, nor under the influence of prescription drugs except as provided in Item 1(d) below.
- d. Employees must report in writing to their supervisors when they are experiencing a reaction to a prescription or over-the-counter drug which may affect their ability to do their job. The purpose of this report is to protect workers while taking medication from being wrongfully suspected of using illegal prescription drugs.
- e. Possession of drugs and/or open containers of alcohol in the workplace by an employee, outside the scope of their employment, or being under the influence of

alcohol as defined in Item 3 (I), or under the influence of an illegal drug during working hours constitutes grounds for immediate disciplinary action.

2. Drug Dependency Treatment

- a. Employees are urged to request assistance with any drug or alcohol problem before disciplinary action is necessary. If an employee advises the City of a drug/alcohol problem, the employee will be urged to receive counseling and, if necessary, will be permitted to take a leave of absence not to exceed six (6) months from the last day of work in order to receive the recommended treatment. If so, the leave provisions of Item 4 will apply. However, a drug/alcohol related problem will not excuse any violation of City rules.
- b. Alcoholism and chemical dependencies are treatable. Employees covered by City sponsored health insurance have limited coverage for treatment of alcoholism and chemical dependency. Any costs associated with treatment that are not covered by insurance will be the responsibility of the employee.
- c. Covered employees will be entitled to utilize the Employee Assistance Program (EAP), Synopsis attached which is Exhibit "C", at no cost to the Employee. Employees may utilize the EAP pursuant to Item 2 (a) and may utilize the EAP as part of its response to a positive test result.

3. Testing Procedure

- a. Drug and/or alcohol screens will be conducted in the following instances:

Drug and/or alcohol screens shall be required of all potential employees. The City does not hire applicants who test positive because being under the influence of drugs or alcohol is likely to affect job performance.

All applicants shall be informed in writing of the City's substance abuse policy and substance abuse screening procedure. This information will include:

- i. A request to sign the "informed consent" form for substance abuse testing, which includes notice that the results of the testing will be provided to the City.
 - ii. Notice that failure to consent to the test will result in the remainder of the pre-employment examination not being completed and rejection of the applicant.
- b. When, in the opinion of the supervisor, as corroborated by a non-supervisory employee, there is reasonable suspicion that an employee is using or possessing

illegal drugs or alcohol or is abusing a prescription drug at work or is working or reporting to work under the influence of illegal drugs, alcohol, or an abused prescription drug, that employee will be required to consent to a drug and/or alcohol test immediately. Employees that purposely make false accusations in reference to violation of this policy shall be subject to appropriate disciplinary action.

All members of the bargaining unit shall receive proper training on the correct procedures to ascertain when probable cause exists.

- c. Emergency alcohol testing will be performed at MetroHealth Hospital using medically accepted methods of analyzing urine specimens or administering a Breath Alcohol Test.

If a breath alcohol test is at or about acceptable limits defined in Item 3 (I), the Employee may request to a breath alcohol test taken at the Parma Heights Police Department or another law enforcement agency using standard procedure in the collection of this specimen. Split samples will be provided for urine in the event that an employee tests positive. This is done so that a second test may be given at a separate facility if requested by the Employee.

- d. Any time an employee is requested to take a drug and/or alcohol test, the employee will be required to sign an authorization form permitting the MetroHealth Medical Center to conduct the test and release the results to the Medical Review Physician. Refusal to sign the authorization form or to submit immediately to a requested drug/alcohol test will be considered insubordination and will subject the employee to appropriate disciplinary actions, as long as disciplinary action is initiated within five (5) working days of the refusal. It is anticipated that any alcohol and/or drug tests will be performed by Metro Health Medical Center. Each employee has the right to have his/her own additional tests taken at his/her expense, except that if the employee is determined not to have violated this policy, the City will reimburse the Employee for the cost of those test(s).

- e. Testing for alcohol and/or drugs will also occur in the following situations:
 - i. When the testing is performed as part of a follow up to counseling or rehabilitation for alcohol or drug abuse.
 - ii. When an employee volunteers to be tested.
 - iii. If there is probable cause to believe that an employee is under the influence of alcohol/drugs.

- f. All drug screen samples will be taken and tested according to NIDA procedures and standards at MetroHealth Medical Center or at a licensed accredited medical facility, sealed, and properly identified. Testing will be conducted by a certified laboratory and test results will be treated confidentially. Results will be distributed only on a need-to-know basis to the extent necessary to protect a legitimate interest of the City.
- g. Positive drug screen results will be confirmed by Gas Chromatography/Mass Spectrometry (GC/MS) or another medically accepted testing method.
- h. Drugs being screened in accordance with NIDA standards will include these related drugs:

Drug Name Street Name	Initial Screening	Conformation (GCMS)
Amphetamines (uppers, bennies, speed, etc.)	1000 ng/ml	500 ng/ml
Cocaine (snow, crack, flake, coke, etc.)	300 ng/ml	150 ng/ml
Opiates (heroin, codeine, methadone, smack)	300 ng/ml	300 ng/ml
Cannabinoids (marijuana, hashish, THC, etc.)	50 ng/ml	15 ng/ml
Phencyclidine (PCP, angel dust)	25 ng/ml	25 ng/ml

- i. The acceptable tolerance level for Blood Alcohol Concentration (BAC) for all full-time as well as part-time members of this bargaining unit, shall be less than 0.04 for all positions. The tolerance level shall be determined by the normal testing procedures conducted by the contracted hospital, or in accordance with Section 3 (c).
- j. Removed.
- k. The employee will receive a copy of any test(s) results required by this policy, whether or not there is a positive test result(s).
- l. The laboratory will advise the employee and the Medical Review Physician of any positive results. The results of a positive drug or alcohol test can only be released to the City by the Medical Review Physician once he/she has completed a review and analysis of the laboratory's test. The City will be required to keep the results confidential and it shall not be released to the public.

4. Rehabilitation and Counseling

- a. Any positive test results (except for acceptable limits of alcohol or if a test is positive for a drug that is prescription with corroborating physician's note) will result in the employee being relieved from duty, pending a disciplinary hearing to be held within five (5) working days of the City receiving the positive test results.
- b. In the case of a positive test result, the employee shall seek professional help for a drug/alcohol related problem. If the treatment requires that the employee not work for a specific period of time, the employee will be considered on leave of absence as provided for in 4 (c) herein. This leave may be conditional upon receipt of reports that the employee is cooperating and making reasonable progress in the treatment program. In addition, this leave is conditioned upon employee entering an appropriate treatment program as soon as possible.
- c. Within forty-five (45) days of entering the treatment program, the employee must provide satisfactory medical evidence that he/she has completed the requirements of the program and must pass another drug/alcohol screen provided by the City. This time limit can be extended only based on medical or scientific evidence that a longer time is justified. No period longer than six (6) months total from the date of the original positive test result will be permitted. Failure to meet these conditions will result in termination of employment. Accrued sick leave up to a maximum of six (6) months, and accrued vacation may be used for this leave. Otherwise, this leave will be unpaid.

Treatment programs acceptable to the City under this policy are those provided by facilities that are accredited by the Joint Commission on the Accreditation of Hospitals and/or licensed through an appropriate state licensing agency.

- d. The City will require written verification that an employee is participating in or has completed a treatment program.
- e. Any employee who has returned to work is subject to re-testing as otherwise provided in this policy, and if he/she fails the re-test, shall be discharged. As a condition of being allowed to return to employment, an employee will be required to submit to six (6) unannounced drug/alcohol tests for a period up to one year after returning to work.

5. Disciplinary Action

- a. Any employee who is in possession of an open or unsealed receptacle containing an alcoholic beverage, or sells or uses alcohol while on the job shall be subject to appropriate disciplinary action, except members of the Police Department may be

- in the possession of or use alcoholic beverages while on duty performing official duties in the scope of their employment with the consent of a commanding officer.
- b. Any employee who is in the possession of, sells, transfers or uses illegal drugs, while on duty, or sells prescription drugs at any time shall be subject to immediate discharge; provided, however, that members of the Police Department may be in the possession of illegal drugs while on duty if such possession is incidental to their official duty and is done with the consent of a commanding officer.
 - c. Any employee who works or reports to work under the influence of alcohol as defined, or illegal drugs shall be immediately relieved from duty by the Officer in Charge (OIC) until a disciplinary hearing is heard within at least five (5) working days of the City's notification of this violation of policy. This includes prescribed and over-the-counter drugs not reported to a supervisor as required by Paragraph 1 (d) above. The type and severity of discipline will depend on all the circumstances, including nature of substance, employees' explanation, and willingness to enter a rehabilitation program if treatment is appropriate.
 - d. Refusal to sign the authorization form associated with a drug/alcohol test or refusal to take a requested drug/alcohol test immediately is considered insubordination and shall be subject to appropriate disciplinary action.
 - e. Anyone involved in the trafficking or possession of illegal drugs or prescription drugs, whether on or off City premises, and not within the scope of duty will be subject to appropriate disciplinary action.

6. Appeal

- a. The employee will have the opportunity to discuss the positive test results as defined in Section 4 (a), with the City and Medical Review Officer, and may be represented by counsel of his choosing. Included in such affirmative defenses would be claims of legitimate prescription use or over the counter medications as long as used according to instructions related to dosage. The employee may also submit results of any other tests the employee may have relevant to any positive test(s) result(s).
- b. Any employee may appeal action taken by the City under this policy through the appropriate grievance procedure and/or sanctioned by the City Charter or Statute.

7. Record Keeping

- a. The Personnel Department will maintain records in accordance with the following criteria.
- b. All records will be separated by City department.

- c. The Personnel Department will maintain confidential records of individual test results for a period of five (5) years. The City and the Personnel Director will assume responsibility for this confidentiality.
- d. The Personnel Department will maintain an annual summary of the records related to testing and which shall include the following information:
 - i. The total number of drug tests administered;
 - ii. The number of drug tests administered in each category (i.e., pre-employment, periodic, reasonable cause);
 - iii. The total number of individuals who did not pass a drug test;
 - iv. The total number of individuals who did not pass a drug test by testing category;
 - v. The disposition of each individual who did not pass a drug test;
 - vi. The number of drug tests performed by a laboratory that indicated evidence of a prohibited prescription drug or metabolite in the screening test in a sufficient quantity to warrant a confirmatory test;
 - vii. The number of drug tests performed by a laboratory that indicated evidence of a prohibited prescription drug or metabolite in the confirmatory test in a sufficient quantity to be reported as a "positive" finding to the medical review officer;
 - viii. The number of drug tests performed by a laboratory that indicated evidence of a prohibited prescription drug or metabolite in the confirmatory test in a sufficient quantity to be reported as a "positive" finding by substance category (e.g., marijuana, cocaine, opium, PCP or amphetamine).

Drug Policy Glossary

BAC

Blood Alcohol Concentration. Ratio of blood to alcohol.

The City

The employer, the City of Parma Heights.

Controlled Substance

Any drug compound, mixture, preparation or substance included in Schedule I, II, III, IV, and V of Section 3719.41 of the Ohio Revised Code.

Employee

Any full-time or part-time employee of the City other than, elected officials or those officials specifically appointed to boards or commissions.

Illegal Drugs

Any drug compound, mixture, preparation or substance included in Schedule I, II, III, IV, and V of Section 3719.41 of the Ohio Revised Code.

Informed Consent

This is the signed consent of the employee to authorize the City, or an agent of the City, to collect a breath, urine or blood sample for the purpose of laboratory analysis to detect the presence of drugs. This consent must include an explanation of the drug testing procedure along with its implications. Included in this consent will be employee medical information that could be pertinent to the outcome of a drug test.

Gas Chromatography/Mass Spectrometry (GC/MS)

A means of screening and then confirming the presence of controlled substances in the bodily fluids of an individual.

Medical Review Physician

(MRP) a.k.a. Medical Review Officer (MRO) shall be chosen and agreed upon between the union and the City, and must be a licensed physician with knowledge of substance abuse and addiction disorders. The Medical Review Physician shall be familiar with the characteristics of drug tests and the laboratories running the tests. The role of the Medical Review Physician will be to review and interpret the positive test results. The MRP will examine alternative medical explanations for any positive test results. This action shall include a medical interview with the affected employee and review of the employee's medication history. The MRP will be certified by either the American Association of Medical Review Officers or the American College of Occupational and Environmental Medicine.

Metabolite

A substance essential to metabolic process. (Steroids, Hormones, etc.)

Metro Health Medical Center

Metro Health Medical Center is the hospital where the City of Parma Heights requires all emergency drug testing to take place. It is located on 2500 Metro Health Drive off of West 25th Street.

OPBA

The Ohio Patrolman's Benevolent Association (OPBA) is the local bargaining unit for the Sergeants and Captains, Patrolman and Dispatchers/Matrons employed by the City of Parma Heights.

Outside Agency

Any hospital, clinic, lab or medical center that has the ability to test for presence of drugs in an individual. This outside agency must follow all federal, state and local laws regarding the testing of employees for drugs.

Over-The-Counter Drugs

Any drug or drug product that does not require a physician's prescription for possession. (Aspirin, mild cough syrup, cough drops, eye drops, etc.)

Prescription Drugs

Any drug or drug product that requires a physician's prescription for possession and use.

Reasonable Suspicion

A suspicion based on the totality of circumstances that an employee is under the influence of alcohol or drugs. Such circumstances may include (but are not limited to) the following:

1. Observable Phenomena such as the direct observation of drug possession or use, and/or the physical symptoms of being under the influence of a drug or alcohol.
2. A pattern of abnormal or erratic behavior.
3. Information provided either by reliable and credible sources.

Rehabilitation/Counseling

A program designed for the evaluation and treatment of one who abuses drugs and/or alcohol.

Safety Sensitive Position

A Safety Sensitive position involves an employee who is performing the task of: driving a vehicle or piece of equipment, running a motorized piece of equipment, administering drugs, administering first aid, performing the job of paramedic or emergency medical technician, using firearms, using explosives, climbing ladders, performing work in elevated areas where railing is not present or where the supervisor of OIC (officer in

charge) feels that it is in the best interest of the employee in question that he/she not be performing that task.

Supervisor

An employee having authority to hire, direct, assign, promote, reward, layoff, recall, suspend, discipline, or remove other employees, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature, but requires the consistent exercise of independent judgment.

Tolerance Level

A BAC or GC/MS level above which an employee is deemed to be under the influence of alcohol or drugs.

Trafficking

A person who knowingly by force, threat or deception, administers to another or induces another or causes another to use a controlled substance or causes another to become drug dependent.

EXHIBIT "C"

Employee Assistance Program (EAP)

EAP programs are normally 24-hour hot lines where employees and their family members can call counselors to deal with stress related problems. Many companies provide EAP programs through mental health providers because they feel that they can eliminate stress at work. If stress is eliminated at work, drug abuse, work related accidents and employee morale can be dramatically affected in a positive way. If an employee can contact a third party that is not associated with its company or labor local, employees feel more comfortable about presenting their problems to this third party and possibly finding solutions to them. Examples of these stress related problems may be alcoholism, drug abuse, divorce, financial problems, etc. Municipalities that are currently using EAP programs are Garfield Heights, Maple Heights, Cuyahoga County Engineers, City of Bedford, City of Shaker Heights and the City of Parma. Companies that currently use EAP programs are Dow Chemical, BCBS of Ohio, BF Goodrich, Ford Motors and General Motors.

Most of Employee Assistance Programs include the following Key Features:

- Confidentiality
 - Assists the employee in managing Life Changes involving: Alcohol or drug problems, Family or marital relationships, Death in a family, Emotional or psychological adjustment, legal or financial problems, relocation, retirement, raising children or the birth of a child.
 - 24 Hour Access anywhere within the continental U.S. and Canada.
 - Information Referral Services, Professional Counseling Services, Crisis Intervention and Management Consultation
 - Family and Dependents eligible
 - Unlimited Telephone Counseling
 - Access to high quality network of professional counselors with masters and Ph.D. levels.
 - Evening and weekends availability for appointments
 - Monthly original articles for in-house communications
 - Quarterly Wellness Seminars
 - Follow-up to monitor treatment outcome and satisfaction
 - References Manual
 - Human Resources Supervisor and employee orientation training
- Coordination with Employer Health Care benefit plans.

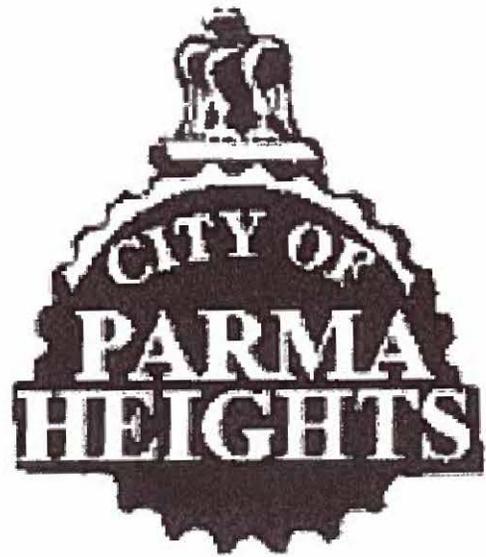
Marymount Hospital's "Concern" EAP was the program that both the City of Parma Heights and the OPBA Sergeants and Captains local agreed to as their choice.

- Concern - Marymount Hospital
Bob Hoopingarner 216-663-3287
Features above plus (1-10) Prepaid Assessments
- Attached you will find a brief description of that program

EXHIBIT 'D'

**CITY OF PARMA HEIGHTS
MEDICAL MUTUAL OF OHIO BENEFIT PLAN**

(TO BE INSERTED SEPERATELY)



Benefit Summary for the Employees of the City of Parma Heights

Effective Date:
January 1, 2012 to December 31, 2012

This memorandum has been prepared to help you review the key factors that are associated with our benefit plans. This memorandum does not provide all of the contractual provisions, limitations or exclusions included in our policies and should be considered only as a summary of our current benefits. If any differences exist between this summary and the official contracts, the contracts shall prevail. 20121110

Your Benefits Plan

City of Parma Heights is pleased to offer a comprehensive benefits program to our valued employees.

In the following pages, you will learn more about the benefits City of Parma Heights offers. You will also see how choosing the right combination of benefits can help protect you and your family's health and finances.

Benefit	Carrier
Medical Insurance	Medical Mutual of Ohio
Dental Insurance	Medical Mutual of Ohio

Eligibility

Full-time employees working 35 hours per week are eligible for benefits the following 30 days of employment upon completion of the application for coverage.

Spouses and dependents are eligible for benefits. Dependent children are eligible for benefits up to the end of the calendar year in which they turn 26, and in some cases up to age 28 if all applicable Ohio guidelines are met.



When Can you Enroll?

You can sign up for Benefits at any of the following times:

- After completing initial eligibility period
- During the annual open enrollment period
- Within 30 days of a qualified family-status change

If you do not enroll at the above times, you must wait for the next annual open enrollment period.

Making Changes

Generally, you can only change your benefit elections during the annual benefits enrollment period. However, you may be able to change some of your benefit elections upon the occurrence of certain change in status events, provided you properly notify City of Parma Heights. These changes in status events may include:

- Your marriage
- Your divorce or legal separation
- Birth or adoption of an eligible child
- Death of your spouse or covered child
- Change in your spouse's work status that affects his or her benefits.
- Change in your work status that affects your benefits
- Change in residence or work site that affects your eligibility for coverage.
- Change in your child's eligibility for benefits
- Receiving Qualified Medical Child Support Order (QMCSO).

If you have a family status change, you must notify your Personnel Manager and complete the necessary forms within 30 days.

Notes

- Most of the benefits are taken out on a pre-tax basis, reducing your taxable income.

Medical Plans

City of Parma Heights offers a choice between two medical plans. You can choose either the 80/20 Plan or 90/10 Plan through Medical Mutual of Ohio.

Your plan allows you to see any network provider without a physician referral. The level of benefits you receive is dependent upon your choice of a provider in the PPO network or a non-network provider. Significantly higher benefits will be received when you obtain care from an in-network provider. Please see www.medmutual.com for more information. Your premiums for this plan are deducted on a pre-tax basis.



	80/20 Plan Medical Mutual of Ohio	90/10 Plan Medical Mutual of Ohio
Annual Deductible		
Per Person	\$300	\$100
Maximum Per Family	\$600	\$200
Annual Out-of-Pocket Maximum		
Per Person	\$1,000	\$500
Maximum Per Family	\$2,000	\$1,000
Preventive Care		
Annual Physical	Covered in Full	Covered in Full
Well-Child Care	Covered in Full	Covered in Full
Immunizations	Covered in Full	Covered in Full
Mammograms	Covered in Full	Covered in Full
Professional		
Office Visit – Primary Care	\$20 copay	\$10 copay
Office Visit – Specialist	80% after deductible	90% after deductible
Coinsurance	80% after deductible	90% after deductible
Inpatient Professional Services	80% after deductible	90% after deductible
Hospital/Facility		
Inpatient Care	80% after deductible	90% after deductible
Outpatient Facility Charges	80% after deductible	90% after deductible
Facility Charges (non-hospital)	80% after deductible	90% after deductible
Mental Health/Substance Abuse		
Outpatient	\$20 copay	\$10 copay, then 100%
Inpatient	80% after deductible	90% after deductible
Other Services		
Emergency Room	\$50 copay, then 80% after deductible	90% after deductible
Urgent Care	\$35 copay	\$10 copay
Out-of-Network Benefits		
Annual Deductible Individual	\$600	\$200
Annual Deductible Family	\$1,200	\$400
Coinsurance	70% after deductible	70% after deductible
Annual Out-of-Pocket Max Individual	\$2,000	\$1,100
Annual Out-of-Pocket Max Family	\$4,000	\$1,700
Preventive Care Office Visit	70% after deductible	70% after deductible
Professional Care Office Visit	70% after deductible	70% after deductible
Emergency Room (true emergency)	\$50 copay, then 80% after deductible	90% after deductible
Lifetime Maximum	Unlimited	Unlimited

Prescription Plans



Below is a brief overview of what you can expect to pay for a prescription drug, depending on which "tier" category it falls under in the Preferred Drug List for your plan when using an in-network pharmacy. To find out what tier applies to a specific medication, see the Preferred Drug List at www.medmutual.com.

If you have a Maintenance Drug, one you take every day, week or month; take advantage of the mail order programs with your medical plan. Please see www.medmutual.com for more information.

Benefit	80/20 Plan Medical Mutual of Ohio		90/10 Plan Medical Mutual of Ohio	
	Participating Retail	Mail Order	Participating Retail	Mail Order
Generic	\$10 copay	\$20 copay	\$7.50 copay	\$7.50 copay
Formulary	\$20 copay	\$40 copay	\$12.50 copay	\$12.50 copay
Non Formulary	\$30 copay	\$60 copay	\$15 copay	\$15 copay
Maximum Day Supply	30 days	90 days	30 days	90 days

Dental Plans

City of Parma Heights offers a dental insurance through Medical Mutual of Ohio. Benefits eligible employees and their dependents may enroll in the dental benefits through Medical Mutual of Ohio. Although you can go to any dentist you wish, your plan year maximum will stretch further if you go to a network provider who offers discounts on their usual fees. If you go to a non-network provider, you will need to submit your claims to Medical Mutual of Ohio. To find a Medical Mutual of Ohio provider log in to www.medmutual.com. Your premiums for this plan are deducted on a pre-tax basis.



Benefits	
Benefit Year Maximum	\$1,000
Individual Deductible	\$50 (waived for preventive care)
Family Deductible	\$150 (waived for preventive care)
Preventive & Diagnostic Care	100%
Basic Restorative Care	80%
Major Restorative Care	60%
Orthodontia	
Benefits	Not covered
Dependent Children	Not covered
Lifetime Orthodontia Maximum	N/A

Employee Premiums

Refer to the table below for employee contributions as of January 1, 2012.

Medical / Dental	Your Monthly Cost	
	Base Plan	Buy-Up Plan
Employee Only	\$0.00	\$0.00
Family	\$0.00	\$80.00



Contact Information

If you have any further questions concerning your benefits, please contact:

Carrier	Plan / Group Number	Website / E-mail	Phone Number
Medical Mutual of Ohio	Medical, Dental / #310159	www.medmutual.com	800-272-6967
USI Midwest, Inc.	Linda Patton, Account Manager	Linda.patton@usi.biz	216-292-1594

Annual Notices for City of Parma Heights Employees

Women's Health and Cancer Rights Act of 1998 (WHCRA)

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for:

- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and
- Treatment of physical complications of the mastectomy, including lymphedema.

These benefits will be provided subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under this plan.

Newborns' and Mothers' Health Protection Act Notice

Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a Cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

HIPAA Special Enrollment Rights Notice

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance or group health plan coverage, you may be able to enroll yourself and your dependents in this plan if you or your dependents lose eligibility for that other coverage (or if the employer stops contributing toward your, or your dependents', other coverage). However, you must request enrollment within 30 days after your, or your dependents', other coverage ends (or after the employer stops contributing toward the other coverage).

In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents. However, you must request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption.

Pre-Existing Condition Exclusion Notice

This plan imposes a pre-existing condition exclusion. This means that if you have a medical condition before coming to our plan, you might have to wait a certain period of time before the plan will provide coverage for that condition.

This exclusion applies only to conditions for which medical advice, diagnosis, care, or treatment was recommended or received within a six-month period. Generally, this six-month period ends the day before your coverage becomes effective. However, if you were in a waiting period for coverage, the six-month period ends on the day before the waiting period begins. The pre-existing condition exclusion does not apply to pregnancy nor to individuals under the age of 19. It also does not apply to a child who is enrolled in the plan within 30 days after birth, adoption, or placement for adoption.

This exclusion may last up to 12 months (18 months if you are a late enrollee) from your first day of coverage, or, if you were in a waiting period, from the first day of your waiting period. However, you can reduce the length of this exclusion period by the number of days of your prior "creditable coverage." Most prior health coverage is creditable coverage and can be used to reduce the pre-existing condition exclusion if you have not experienced a break in coverage of at least 63 days. To reduce the 12-month (or 18-month) exclusion period by your creditable coverage, you should give us a copy of any certificates of creditable coverage you have. If you do not have a certificate, but you do have prior health coverage, we will help you obtain one from your prior plan or issuer. There is also other ways that you can show you have creditable coverage. Please contact us if you need help demonstrating creditable coverage.

Notice of Opportunity to Enroll in Connection with Extension of Dependent Coverage to Age 26

Individuals whose coverage ended, or who were denied coverage (or were not eligible for coverage), because the availability of dependent coverage of children ended before attainment of age 26 are now eligible to enroll in the City of Parma Heights health plan through Medical Mutual of Ohio.

Notice of Opportunity to Enroll in connection with Extension of Dependent Coverage to Age 28 for residents of Ohio

In addition to the federal health care reform legislation that provides coverage for dependent children up to age 26, the State of Ohio has enacted a new dependent age law effective June 1, 2010. This law enables you to add eligible unmarried dependent children to your plan until the dependent child reaches 28 years of age if all of the following are true:

- The child is the natural child, step-child or adopted child of the insured.
- The child is a resident of Ohio or a full-time student at an accredited higher education institution.
- The child is not eligible for employer-sponsored coverage.
- The child is not eligible for coverage under Medicaid or Medicare.

Please note that the Ohio law does not require employers to pay any part of the premium for these older age dependents.

Initial COBRA Notice

This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it. The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you when you would otherwise lose your group health coverage. It can also become available to other members of your family who are covered under the Plan when they would otherwise lose their group health coverage. For additional information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

What is COBRA Continuation Coverage?

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because either one of the following qualifying events happens:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the following qualifying events happens:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because any of the following qualifying events happens:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the plan as a "dependent child."

When is COBRA Coverage Available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, or the employee's becomes entitled to Medicare benefits (under Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event.

You Must Give Notice of Some Qualifying Events

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. You must provide this notice to: Michael Byrne at 440-884-9600 ext 15.

How is COBRA Coverage Provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), your divorce or legal separation, or a dependent child's losing eligibility as a dependent child, COBRA continuation coverage lasts for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

Disability extension of 18-month period of continuation coverage

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage.

Second qualifying event extension of 18-month period of continuation coverage

If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Plan. This extension may be available to the spouse and any dependent children receiving continuation coverage if the employee or former employee dies, becomes entitled to Medicare benefits (under Part A, Part B, or both), or gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

If You Have Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at www.dol.gov/ebsa.

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

For more information regarding any of the items above, please contact Terrence Hickey or Jackie Cornhoff at 440-884-9600.

Confidentiality Disclosure

These materials are produced by USI Insurance for the sole use of its clients, prospective clients, and their representatives. Certain information contained in these materials is considered proprietary information created by USI Insurance and/or their licensed and appointed insurance carriers. Such information and any insurance designs furnished by USI Insurance are considered "Confidential Material." Such information shall not be used in any way, directly or indirectly, detrimental to USI Insurance and clients and/or potential clients and any of their representatives will keep that information confidential.

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City of Parma Heights Benefit Highlights Dental

Dependent Age Limit	23 rd Birthday
Deductible	\$50 single/\$150 family
Annual Maximum	\$1,000

PREVENTIVE SERVICES

Preventive Services (not subject to deductible)	100%
Oral Exams	Two exams per benefit period
Bite-Wing X-ray	Two per benefit period
Full-mouth X-rays	One every 36 months
Topical Fluoride Treatment	One per benefit period per Eligible dependent under age
19	
Prophylaxis	Two per benefit period
Emergency palliative treatments	
Lab Exams and Tests	
Sealants	To age 14, once per 18
months,	posterior teeth only

COMPLEX SERVICES

Complex Services (subject to deductible)	60%
Inlays and Onlays	Once every five years per
tooth	
Crowns	Once every five years per
tooth	
Dentures	Once every five years
Prosthetics (fixed)	Once every five years per unit

ESSENTIAL SERVICES

Essential Services (subject to deductible)	80%
Restorations	
Endodontics	
Periodontal Maintenance	
Periodontal Prophylaxis	

** Please refer to your benefit certificate booklet for a complete description of all covered benefits and exclusions. **

MEMORANDUM OF UNDERSTANDING

During the negotiations that preceded the 2012-2013 Agreement, the City agreed that if it reaches an agreement on any economic issues with any other unions that have a collective bargaining agreement with the City, that the OPBA may elect to incorporate that agreement into this Agreement. It is further agreed that this "Me-Too Agreement" shall not apply to any provision awarded by a Conciliator, pursuant to R.C. 4117.14.

<u>For the City</u>	<u>For the Union</u>
X <u>Michael L. [Signature]</u>	<u>[Signature]</u>
<u>Terrence [Signature]</u>	<u>[Signature]</u>
_____	<u>[Signature]</u>
Date: <u>12/6/12</u>	Date: <u>12/20/12</u>

MEMORANDUM OF UNDERSTANDING

With respect to the educational stipend outlined in Section 10.05, notwithstanding the current language, the City will pay the stipend in the following manner:

The payments for 2012 and 2013 will be \$300 each and will be made in one cash payment in the second payroll of January 2012. All subsequent payments shall be made in the manner set forth in Section 10.05 of this Agreement.

<u>For the City</u>	<u>For the Union</u>
X <u>Richard L. By</u>	<u>[Signature]</u>
<u>Teresa M. Buckley</u>	<u>[Signature]</u>
_____	<u>[Signature]</u>
Date: <u>12/6/12</u>	Date: <u>12/20/12</u>

