12-MED-09-0909
1281-02
K29306
01/09/2013

THE EMPLOYER'S PROPOSALS

for

AN AGREEMENT

Between

THE CITY OF WICKLIFFE, OHIO

and

THE FRATERNAL ORDER OF POLICE
LODGE NO. 116

(SERGEANTS AND LIEUTENANTS)

EFFECTIVE: JANUARY 1, 2013

EXPIRES: DECEMBER 31, 2015

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
1	Preamble	1
2	Purpose and Intent	1
3	Recognition	1
4	Dues Deduction	1
5	Management Rights	2
6	No Strike – No Lockout	3
7	Probationary Period	3
8	Non-Discrimination	3
9	Labor-Management Committee	4
10	Sick Leave	4
11	Personnel Files and Policy	6
12	Injury Leave	7
13	Holidays	7
14	Vacations	8
15	Funeral Leave	9
16	Jury Duty	9
17	Uniform Allowances	9
18	Insurances	10
19	F.O.P. Representation	11
20	Educational Pays	11
21	Longevity	12
22	Salary Schedule	12
23	Court Time	12
24	Workday and Workweek	13
25	Overtime	13
26	Shift Differential	13
27	Obligation to Negotiate	14
28	Gender and Plural	14
29	Headings	14
30	Legislative Approval	14
31	Conformity to Law	14
32	Total Agreement	15
33	Duration	15
34	Grievance Procedure	15
35	Arbitration Procedure	18
36	Drug Testing	19
37	Maternity Leave	20
38	Residency	20
39	Proficiency Allowance	20
40	Retirement	20
41	Fitness for Duty	21
42	Execution	22

ARTICLE 1 PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Wickliffe, Ohio, hereinafter referred to as the "Employer", and the Fraternal Order of Police, and its Wickliffe Lodge No. 116, hereinafter referred to as the "Union".

ARTICLE 2 PURPOSE AND INTENT

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

ARTICLE 3 RECOGNITION

3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, and other terms and conditions of employment for all full-time employees employed in the Police Department occupying the position of sergeant or lieutenant excluding all part-time, seasonal, temporary, probationary employees, and patrolmen. All other employees of the Employer are excluded from the Bargaining Unit. Said recognition shall continue for a term as provided by law.

ARTICLE 4 DUES DEDUCTIONS

4.01 During the term of this Agreement, the Employer shall deduct regular monthly Union dues and/or fair share fees from the wages of those employees who have voluntarily signed dues and/or fair share fees deduction authorization forms permitting said deductions. The dues and/or fair share fees deductions shall be made from the first pay check of each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next pay check, providing the employee's check is sufficient to cover the deduction.

4.02 The Employer agrees to supply the Union with a list of those employees for whom the dues and/or fair share fees deductions have been made.

4.03 A check in the amount of the total dues and fair share fees withheld from those employees authorizing a dues and/or fair share fees deduction shall be tendered to the trustee of the Union prior to the end of the month in which the deductions have been made.

4.04 The Union recognizes its obligation to fairly and equitably represent all members of the Bargaining Unit, whether or not they are members of the Union, for the purpose of collective bargaining, contract enforcement, and grievance resolution. For these services, the Union may assess a fair share fee as provided in the Article against members and non-members of the Union who have completed a one year probationary period.

4.05 The fair share fee shall be calculated to reimburse the Union for the members and/or nonmembers proportionate share of the direct cost of bargaining, contract enforcement, and grievance resolution. The fair share fee shall not include charges for any other Union activity or contributions to political candidates or other political activities. The fair share fee shall be equal for all members and non-members.

4.06 Any person who objects to paying the fair share fee because of religious beliefs shall be exempted from any fair share fees or Union dues, as provided in the Ohio Revised Code Section 4117.09(C).

4.07 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the Union shall indemnify the Employer for any such liabilities or damage that may arise.

ARTICLE 5 MANAGEMENT RIGHTS

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

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

ARTICLE 6 NO STRIKE - NO LOCKOUT

6.01 Neither the Union nor any member of the Bargaining Unit shall directly or indirectly call, sanction, encourage, finance, participate in, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer during the term of this Agreement. A breach of this Section may be grounds for discipline.

6.02 The Union shall at all times cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.

6.03 In the event of a violation of the "no-strike" clause, the Union shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer is in violation of this Agreement, unlawful, and not sanctioned or approved of by the Union. The Union shall advise the employees to return to work immediately.

6.04 The Employer agrees that it shall not lock-out any employees during the term of this Agreement.

6.05 Any employee who participates in such strike activities, as previously outlined, may be disciplined and the only question before an arbitrator would be whether or not he or she did in fact participate in such action.

ARTICLE 7 PROBATIONARY PERIOD

7.01 All newly promoted employees will be required to serve a promotional probationary period of twelve (12) months. . During said period the Employer shall have the sole discretion to discipline or demote such employee(s) and any such action shall not be appealable through any grievances or appeal procedures herein contained. The Employer may shorten or waive this period at its sole discretion.

7.02 If an employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and shall be subject to the provisions of this Article.

ARTICLE 8 NONDISCRIMINATION

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

8.02 The Union and the Employer expressly agree that membership in the Union is at the option of the employee and that they will not discriminate between members or non-members for their participation in lawful Union activities. The Union agrees that it will not discriminate with respect to representation between members and nonmembers.

8.03 The Union recognizes that the Employer must comply with the requirements of the Americans with Disabilities Act (ADA) even where a conflict may exist between the ADA and a specific provision of this Agreement. Therefore, the Union agrees to take any action which is reasonable or deemed necessary to comply with its duty to provide reasonable accommodation under the ADA. Actions taken by the Employer for the purpose of complying with the ADA shall not be grievable.

ARTICLE 9 LABOR-MANAGEMENT COMMITTEE

9.01 There shall be a Labor-Management Committee consisting of not more than three (3) Union representatives and not more than three (3) Employer representatives. The Committee shall meet on the request of either party, but at least quarterly, unless waived, to discuss matters of mutual concern, excluding negotiable and grievable issues. The Committee shall have the authority to make recommendations to the Employer and the Union, but such recommendations shall be advisory only.

ARTICLE 10 SICK LEAVE

10.01 Sick leave shall be defined as an absence with pay necessitated by the illness or injury of the employee.

10.02 All employees hired before December 31, 1991 shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours paid, excluding overtime, and may accumulate such sick leave to an unlimited amount. Employees hired after January 1, 1992 shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours paid excluding overtime during the time of their probationary period. Such accrued sick time may be accumulated and used during their probationary period. Employees hired prior to April 1, 2007 shall be entitled to six hundred (600) hours of sick leave upon completion of the probationary period. Such employees shall not accumulate additional sick leave for a period of five (5) years. Employees shall accumulate additional sick leave as defined in this paragraph after the completion of the five (5) year period. Employees who leave the employ of the City during the initial five (5) year period shall not be eligible for sick leave buyback as provided by paragraph 10.13.

10.03 An employee who is to be absent on sick leave shall notify his supervisor of such absence and the reason therefore at least one-half (1/2) hour before the start of his work day each day he is absent, unless the absence is expected to be for more than three (3) days, where the employee will then give the Employer an approximate date of his return to work.

10.04 Sick leave may be used in segments of not less than one (I) hour. Sick leave must be applied for on a leave of absence form as prescribed by the Employer and filed with the Department Head prior to the start of an employee's shift on first day of return from illness or injury. A physician's statement may be required to be submitted to the Employer prior to return to duty when the expected duration of the absence is for an extended period.

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

10.06 If the employee fails to submit adequate proof of illness upon request, or in the event that upon such proof as is submitted, or upon the report of medical examination, the Department Head finds there is no satisfactory evidence of illness sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

10.07 Any abuse of sick leave or the patterned use of sick leave shall be sufficient cause of disciplinary action.

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

10.09 Should there be a conflict between the employee's physician and this physician designated by the Employer over an opinion concerning the employee's ability to return to work, a third physician will be chosen by mutual agreement between the Employer and the Union, and shall examine the employee and decide the matter in question. This jointly appointed physician shall be paid by the Employer and the Union, with his fee being shared equally by the parties.

10.10 In addition to personal illness or injury to the employee, absence due to death or illness in the employee's immediate family when approved by the Department Head, may be charged against sick leave. An employee may be granted sick time due to the birth of their child. Such time, when approved by the Department Head, shall be charged against sick leave.

10.11 When the use of sick leave is due to an illness in the immediate family, "immediate family" shall be defined to only include the employee's spouse and children. When the use of sick leave is due to death in the employee's immediate family, "immediate family" shall be defined to only include the employee's spouse, children, parents, brother, sister, mother-in-law, father-in-law, and other relatives as approved by the Employer.

10.12 A new employee employed on or after January 1, 2001, shall be permitted to transfer any accumulated unused sick leave earned with another Ohio political subdivision. No credit will be given for any time remaining as the result of a cash out with the employee's previous Employer. Such transferred sick leave may only be used as sick leave as set out in this Article after all sick leave earned with the City of Wickliffe has been used and will not be added to or subject to cash out of sick leave set out in Section 10.13 of this Article.

10.13 Upon normal retirement, disability retirement, or death of an employee who has completed not less than fifteen (15) years of continuous full-time service with the Employer or

has attained the age of forty-eight (48) years, such employee (or his estate) shall be entitled to receive cash payment equal to his daily rate of pay at time of retirement or death multiplied by one-half (1/2) the total number of sick leave hours he has accumulated at the time of retirement or death. In no event shall an employee (or an employee's estate) be entitled to more than nine hundred and sixty (960) hours.

10.14 Any employee shall be granted or placed on up to twelve (12) weeks of leave of absence per year for one or more of the following:

1. The birth of a son or daughter to the employee and in order to take care of such son or daughter.

2. The placement of a son or daughter with the employee for adoption or foster care.

3. To care for a spouse, son, daughter, or parent of the employee if such spouse, son, daughter, or parent has a serious health condition.

4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Said leave shall coincide with other leaves in this contract (e.g., sick leave, if medically necessary, unpaid disability leave, Workers' Compensation, maternity leave, etc.) and may be taken intermittently or on a reduced leave schedule when medically necessary, but shall not exceed a total period of twelve (12) weeks in any consecutive twelve month period. The Employer shall pay its share of the cost of all negotiated insurance premiums during such leave. The authorization for leaves without pay for reasons other than those listed above, or for periods of time exceeding those stated, shall be granted at the discretion of the Employer.

The Employer shall comply with all minimum Federal Laws, in regard to the Family Medical Leave Act (FMLA). Employees shall be required to substitute all or part of any accrued paid leave time such as sick leave, if medically necessary, or vacation for all or part of the twelve (12) weeks permitted under this Section and applicable law.

ARTICLE 11 PERSONNEL FILES AND POLICY

11.01 Employees may, on at least an annual basis, be permitted to review their personnel files upon at least a five (5) day written request.

11.02 Employees may provide a written and signed comment in rebuttal, mitigation or explanation of any derogatory material, which comment shall remain in the employee's file so long as the derogatory material remains in said file.

11.03 When an officer is charged with or is under investigation for contended violations of departmental rules and regulations, reasonable efforts consistent with applicable law, shall be made to withhold publication of the officer's name and the extent of the disciplinary action taken

or contemplated until such time as a final interdepartmental ruling has been made and served upon the officer.

ARTICLE 12 INJURY LEAVE

12.01 When an employee is injured or exposed to a contagious disease in the line of duty, while actually working for the Employer, he shall be eligible for a paid leave not to exceed ninety (90) calendar days. Should payments be made by the Employer to an employee for an injury that is subsequently found to be a non-compensable injury, such payments made by the Employer shall be deducted from the employee's accumulated leave credits (e.g., sick leave, vacation, etc.).

12.02 If at the end of this ninety (90) calendar day period the employee is still disabled, the employee may make written application for an additional ninety (90) calendar day period or portion thereof. The employee shall provide appropriate medical documentation as to the employee's diagnosis, progress, etc. as may be required by the Employer. The granting of such additional leave shall be at the sole discretion of the Employer.

12.03 The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer resulting in the physician's certification that the employee is unable to work due to the injury, as a condition precedent to the employee receiving any benefits under this Article. The physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the injury was duty related or whether the Employer shall extend the period of leave. Should there be a conflict between the employee's physician and the Employer's physician, a third physician shall be chosen in accordance with paragraph 10.09 of Sick Leave. The Employer shall pay all fees and testing costs of the physician, appointed by the Employer.

ARTICLE 13 HOLIDAYS

13.01 All employees shall receive the following paid holidays:

New Year's Day
Washington's Birthday
Friday before Easter
Memorial Day
Independence Day
Martin Luther King Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Eve Day
Christmas Day
Employee's Birthday

13.02 In addition, all employees shall receive sixteen (16) personal leave hours per year, and an additional personal day after twenty (20) years of service, which may be taken off with the

prior approval of the Chief. A newly hired employee shall only be entitled to one (1), eight (8) hour personal day if hired on or after July 1st of a calendar year.

13.03 All employees shall be awarded eight (8) hours off with pay for each of the holidays specified in paragraph 13.01, which may be taken only at a time approved of in advance by the Chief.

13.04 In addition to the time provided pursuant to paragraph 13.03, all employees who are required to work and actually work, shall be paid for their regular hourly rate for each hour worked on the following holidays: New Year's Day, Easter Sunday, Thanksgiving Day, Christmas Eve Day, and Christmas Day.

ARTICLE 14 VACATIONS

14.01 Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

Length of Service	Vacation Time
After one (1) year	Eighty (80) hours
After five (5) years	One hundred twenty (120) hours
After ten (10) years	One hundred sixty (160) hours
After fifteen (15) years	Two hundred (200) hours

14.02 Earned vacation time shall be taken in accordance with the above schedule, providing the employee is employed by the Employer at that time. The amount of vacation an employee is entitled to at the beginning of each year shall be reduced by one-twelfth (1/12) for every 174 hours in the previous year in an unpaid status.

14.03 Vacation time shall be taken at a time approved of in advance by the Employer, with the senior employee within jobs granted preference when two (2) or more employees request the same time period. The Employer shall have the authority to assign vacation periods to insure an adequate staffing of the Department and to insure all employees utilize their vacation time. The first day of vacation periods shall commence on an employee's work day.

14.04 If an employee, with at least one (1) year of seniority voluntarily terminates his employment or is involuntarily terminated by the Employer, he shall be eligible and entitled to receive payment for all earned and accrued, but unused vacation time. In the case of death of the employee, said vacation time shall be paid to the employee's estate.

14.05 Each Bargaining Unit member may, at the option of the member planning retirement, and with notice of the date of retirement to the Chief of Police and Finance Director, reserve one (1) week of vacation, in each of his last three (3) years prior to the year he actually retires, to be paid upon retirement.

In the event the member does not retire on the date so specified, he shall forfeit all vacation up to the one hundred twenty (120) hours, which was reserved pending retirement.

14.06 In the event that an employee elects to retire and has attained a minimum age of forty-eight (48) and has completed a minimum of twenty-five (25) years of service, then upon or after his anniversary date of hire he will become eligible to receive payment for one-half (1/2) vacation and holidays normally taken in the following calendar year, as part of his severance payment.

ARTICLE 15 FUNERAL LEAVE

15.01 All employees shall be granted time off with pay for the purposes of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of twenty-four (24) hours off for each death in the employee's immediate family. For the purposes of this Article, "immediate family" shall be defined as only including the employee's spouse, daughter, son, parents, parents-in-law, grandchildren, son-in-law, daughter-in-law, brother, and sister.

15.02 In the event the death occurs during the employee's work day, he shall be granted the remaining portion of the day off with pay. Such time shall not be deducted from any of the employee's leave credits.

ARTICLE 16 JURY DUTY

16.01 Any employee who is required to be absent from work due to serving as a juror or as a witness due to a work related incident, shall be paid his regular hourly rate for all hours absent from work, providing he surrenders any and all fees and/or expenses he receives from such duty to the Employer and returns to work as soon as possible.

16.02 This Article shall not apply to employees who must make a court appearance for a personal matter such as a divorce, custody, civil, juvenile, criminal, or other proceeding. Such appearances must be taken from accumulated vacation or personal days or if no paid leave is available, as an unpaid leave of absence. An employee must notify the Chief of Police as soon as the date and time of such appearance is made known to the employee.

ARTICLE 17 UNIFORM ALLOWANCE

17.01 All Sergeants and Lieutenants shall be entitled to a uniform allowance of one thousand one hundred ($1,100.00) dollars annually, all Detectives shall be entitled to a uniform allowance of one thousand two hundred fifty dollars ($1,250) annually.

17.02 All newly promoted employees shall be entitled to a one hundred seventy-five dollar ($175.00) allowance at the time of their promotion. Such allowances shall be in addition to payments provided in paragraph 17.01 above.

17.03 Uniform payments made pursuant to paragraph 17.01 above, shall be paid on an annual basis and paid to the employee by separate check following his annual anniversary date of hire.

17.04 The employer will purchase rain gear and body armor once every five (5) years or as needed for member of the uniform patrol and body armor only every five (5) years or as needed for plainclothes division.

ARTICLE 18 INSURANCES

18.01 The City will offer to all eligible full-time employees at least one hospitalization and medical plan with prescription, dental, and vision coverage. The City agrees to maintain insurance benefits at a level substantially similar to those currently offered as of the time of ratification. For purposes of the current co-payments and deductibles only, 'substantially similar' shall mean that the co-payments and deductibles cannot be increased above twice their current levels. This limitation regarding current co-payments and deductibles does not inhibit the City's ability to modify other plan components subject to the 'substantially similar' limitation.

18.02 Based on plan level, employees will be responsible for a co-pay of eight (8%) percent of the collective total of health/prescription, dental and eye monthly premiums in 2013; nine percent (9%) in 2014; and ten percent (10%) in 2015. Such premium co-pay shall not exceed one hundred ten dollars ($110.00) per month for a single plan; one hundred eighty-four dollars ($184.00) for an employee plus child or children plan; two hundred two dollars ($202.00) for an employee plus spouse plan; or two hundred thirty dollars ($230.00) per month for a family plan during the term of this agreement. The employee's contributions toward health care premiums should be on a pre-tax basis.

Where the City contemplates any change to the hospitalization and medical plans, the healthcare cost-containment committee shall be convened by the City and the members shall meet and confer in good faith prior to any change being implemented by the City.

18.03 A citywide healthcare cost-containment committee shall be established as an informational and advisory committee. The committee shall be comprised of a member of each bargaining unit and a member of the non-bargaining employees, as well as representation of the Mayor and City Council. Meeting times shall be established by the committee. The purpose of the committee shall be to disseminate information, monitor costs and expenses, review plan particulars, and advise elements of the insurance program.

18.04 The Employer agrees to maintain a thirty-thousand-dollar ($30,000.00) group term life insurance coverage for each employee.

18.05 The Employer shall provide an employee assistance program either through the City's health insurance provider or as a stand-alone program.

18.06 As long as such coverage is available to the Employer, the Employer will provide $1,000,000 per occurrence in professional liability coverage for all employees at no cost to the employee. The Employer will notify the Union of any changes in such coverage.

18.07 The City and Union agree to re-open negotiations on healthcare and wages if the current health insurance plan or a substantially similar plan is unavailable.

ARTICLE 19 F.O.P. REPRESENTATION

19.01 Any employee has the right to have the local F.O.P. President or a Union representative present at any meeting in which disciplinary action is being taken against that employee.

19.02 Two (2) employees designated by the Union shall be allowed up to three (3) days off with pay for attendance at the Union's convention.

19.03 Not more than two (2) members of the Bargaining Unit negotiating committee, scheduled to work while negotiations for a successor agreement are actually in progress, shall be permitted to attend such bargaining sessions without loss in pay provided that departmental manpower is maintained and absent emergency or other operational necessity.

19.04 Not more than one (1) day per month shall be granted to two (2) member's F.O.P. 116, Wickliffe Lodge, elected to hold office, for the purpose of attending regular or special meetings, provided at least forty-eight (48) hour notice is given the Chief of Police.

Such release from duty is subject to scheduling requirements in the interest of efficient operation of the department at the sole discretion of the Chief of Police.

ARTICLE 20 EDUCATIONAL PAYS

20.01 Any employee who has received an Associate's Degree in Law Enforcement, shall receive
additional pay in the amount of seventy-five dollars ($75.00) per month.

20.02 Any employee who has received a Bachelor's Degree in Law Enforcement (or its approved equivalent), shall receive additional pay in the amount of one hundred twenty dollars ($120.00) per month.

20.03 The above benefits provided by this Article shall only be paid under the following conditions:

a) The schooling is not paid for by the Employer;

b) The employee attends school on his own time;

c) The courses are in an approved Law Enforcement field;

d) The employee must have been employed by the Employer for not less than three (3) continuous years; and

e) The degree is conferred by an accredited university, college, junior college, or community college.

ARTICLE 21 LONGEVITY

21.01 All employees will be awarded longevity payments at the rate of one hundred dollars ($100.00) for each year of full-time service commencing on the employee's fifth (5th) anniversary date of full-time service. At that time, the employee will become entitled to a sum of five hundred dollars ($500.00), which will be divided by twenty-six (26) weeks and such calculated amount shall be included with the employee's successive anniversary dates. Each employee will be awarded an additional one hundred dollars ($100.00) every year thereafter until the twenty-fifth (25th) year to be paid bi-weekly. All employees will receive two thousand five hundred dollars ($2,500.00) per year after the twenty-fifth (25th) year.

ARTICLE 22 SALARY SCHEDULE

22.01 All employees shall be paid in accordance with the following schedules:

Job Title	2013	2014	2015
Sergeants	38.39	39.16	39.94
Lieutenants	42.26	43.11	43.97

22.02 Any Lieutenant who is assigned by the Chief as acting Chief shall receive Chief's pay for each day worked in that capacity and shall be expected to complete all necessary responsibilities without further compensation.

22.03 As permitted by the Internal Revenue Service and Police and Fire Disability and Pension Fund, the Employer agrees to implement the "salary reduction" method for pension "pick-up".

22.04 The employee's gross pay will be reduced by the employee's contribution rate, which amount will be forwarded to PFDPF. Any other deductions will then be made from the reduced salary for that period. The reduced salary shall be in the income reported on the employee's W-2 form, thus deferring taxes and the pension contribution and increasing the employee's take-home pay.

ARTICLE 23 COURT TIME

23.01 Employees who are required to appear in court as a prosecution witness shall be guaranteed a minimum of four (4) hours compensatory time for each court appearance, provided that such appearance and time paid for shall not abut the employee's regularly scheduled work shift and that such employee was not contacted by the Department prior to 9:00 p.m. on the evening immediately preceding the day of such appearance and was not advised of any cancellation of his expected court appearance.

ARTICLE 24 WORKDAY AND WORKWEEK

24.01 The normal work day for all employees shall not exceed twelve (12) working hours, and the normal fourteen (14) day work cycle shall not exceed eighty (80) working hours.

24.02 This Article shall not be construed as a guarantee of hours of work per day or per week. In the event it is necessary to modify the hours of work, the Employer will meet with the Union and discuss the situation and attempt to reach an agreement on the action to be taken. (See, Addendum 13 A). Changes in hours of work resulting from unusual or emergency situations shall not require any discussions with the Union.

ARTICLE 25 OVERTIME

25.01 All employees when performing assigned overtime work will be entitled to receive pay at the rate of one and one-half (1-1/2) times their regular hourly rate for all hours actually worked in excess of the scheduled workday or in excess of eighty (80) hours in the fourteen (14 day work cycle

25.02 The basic hourly rate of pay for purposes of overtime calculation and payment shall equal the respective employee's annual salary, including longevity and educational pay divided by two thousand eighty (2,080) hours.

25.03 Employees shall be allowed to accrue overtime as compensatory time, not to exceed one hundred (100) hours, which may be used as time off with pay upon the prior approval of the Chief.

25.04 Any employee who is recalled to work after leaving work or on a day when he is not scheduled to work, shall be given a minimum of two (2) hours work or two (2) hours pay at his regular hourly rate, providing that the time worked or paid for does not abut the employee's work day.

25.05 To the extent that travel to training school or similar function is required beyond the employee's scheduled shift, such time shall be paid as compensatory time.

An employee required by the City to use his personal vehicle for official business, shall be compensated at thirty-two cents ($0.32) per mile.

ARTICLE 26 SHIFT DIFFERENTIAL

26.01 All employees working between 1500 hours and 2300 hours shall receive an additional thirty cents ($0.30) per hour.

26.02 All employees working between 2300 hours and 0700 hours shall receive an additional fifty cents ($0.50) per hour.

26.03 All employees required to work overtime that would cause them to work between 1500 hours and 2300 hours, or between 2300 hours and 0700 hours will receive the respective shift differential in addition to overtime payments.

ARTICLE 27 OBLIGATION TO NEGOTIATE

27.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

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

ARTICLE 28 GENDER AND PLURAL

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

ARTICLE 29 HEADINGS

29.01 It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

ARTICLE 30 LEGISLATIVE APPROVAL

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

ARTICLE 31 CONFORMITY TO LAW

31.01 This Agreement shall be subject to and subordinated to any present and future Federal and State Laws, and the invalidity of any provisions of this Agreement by reason of any such existing or future law shall not effect the validity of the surviving provisions.

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

ARTICLE32 TOTAL AGREEMENT

32.01 This Agreement represents the entire Agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits, and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, upon advance written notification to the Union.

ARTICLE33 DURATION

33.01 This Agreement shall become effective at 12:01 a.m. on January 1, 2013, and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight December 31,2015.

33.02 Written notice shall be given at least ninety (90) days but not more than one hundred and twenty (120) days prior to expiration of the contract, by either party requesting a change or termination of this Agreement. If written notice is given in a timely fashion, negotiations shall commence not later than thirty (30) days from the receipt of such notice. If written notice is not given, this Agreement shall continue in full force and effect from year to year until such notice is given at least one hundred and twenty (120) days, but not more than one hundred and fifty (150) days prior to December 31st of any subsequent year.

ARTICLE34 GRIEVANCE PROCEDURE

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

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

a) Grievance - A "Grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.

b) Aggrieved party- The "aggrieved party" shall be defined as only any employee or

group of employees within the Bargaining Unit actually or the Union filing a grievance.

c) Party in interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.

d) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, and the holidays as provided for in this Agreement.

34.03 The following provisions shall apply to the administration of all grievances filed under this procedure.

a) Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved patty.

b) Except at Step 1, all decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.

c) If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.

d) The preparation and processing of grievances shall be conducted only during nonworking hours.

e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer or F.O.P. in future proceedings.

f) The grievant may choose whomever he wishes to represent him at any step of the Grievance Procedure after Step 1.

g) The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies available under law, except that any employee who pursues any other available remedy other than

provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.

h) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step by default. The time limits specified for either party may be extended only by written mutual agreement.

i) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

34.04 All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

Step 1:

An employee who believes he may have a grievance shall notify his immediate supervisor (officer in charge of shift at time of filing), or the Chief at Step 2, if applicable, of the possible grievance within five (5) days of the notice by the employee. The supervisor and the employee, along with the employee's steward, if his presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally.

Step 2:

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

Step 3:

If the party initiating the grievance is not satisfied with the written decision at the conclusion of Step 2, or if a written decision is not issued, a written appeal of the grievance may be filed with the Chief within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decisions shall be submitted with the appeal. The hearing will be held with the aggrieved party, and his representative, if he requests one. The Chief shall issue a written decision to the employee's representative and a copy to the employee if the employee requests one, within fifteen (15) days from the date of the hearing.

Step 4:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 3, or if a written decision is not forthcoming, a written appeal of the grievance may be filed with the Mayor within five (5) days from the date of the rendering of the decision in Step 3. Copies of the written decisions shall be submitted with the appeal. The Mayor, or his designee, shall

convene a hearing within ten (10) days after the receipt of the appeal. The hearing will be held with the aggrieved party, his representative, and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor, or his designee, shall issue a written decision to the employee, with a copy to the employee's representative if the employee's representative requests one within fifteen (15) days from the date of the hearing. If the aggrieved party is not satisfied with the decision at Step 4, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

34.05 In the event the Employer employs an individual to serve as a Safety Director, rather than the Mayor filling the position, Step 3 will be repeated with the words "Safety Director" substituted for "Chief." Step 4 will then become Step 5.

34.06 In the event that a grievance involves the Chief, the grievance shall be initially filed at Step 3 of the Grievance Procedure.

ARTICLE 35 ARBITRATION PROCEDURE

35.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within ten (10) days after the rendering of the decision at Step 4 or a timely default by the Employer at Step 6, the aggrieved party may submit the grievance to arbitration.

Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, then the panel members names will be stricken alternately until one name remains who shall be designated the arbitrator to hear the grievance in question.

35.02 The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

35.03 The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

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

35.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them.

Neither party shall be responsible for any of the expenses incurred by the other party.

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

35.07 There is hereby created a permanent panel of arbitrators to be used for the selection of arbitrators pursuant to this Arbitration Procedure. Those individuals placed on this panel shall be: 1) James Mancini; 2) Dr. Harry Graham; and, 3) Dr. Dennis Byrne.

35.08 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of any determination that the F.O.P. failed to fairly represent a member of the Bargaining Unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

35.09 Arbitration for disciplinary matters shall be restricted to discipline which exceeds three (3) day suspensions.

ARTICLE 36 DRUG TESTING

36.01 Drug screening/testing shall be conducted in accordance with the attached Drug-Free Workplace Policy. (See, Addendum B). Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceeding. Under no circumstances may the results of drug screening or testing be released to a third party, except as required by law. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results.

36.02 Upon findings of positive test results for an illegal controlled substance the Employer shall have the right to disciplinary action. The Employer may require the employee to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, and personal days for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates the employee is no longer illegally using a controlled substance, the employee shall be returned to his position. Such employee may be subject to periodic retesting at the discretion of the Employer upon his return to his position. Any employee in the above-mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed 90 days.

36.03 If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within two (2) years after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action. Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be borne by the City. For the purpose of this Article, "periodic" shall mean not more than six (6) times per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use or per the random testing process identified in Addendum B.

36.04 No drug testing shall be conducted without the authorization of the Department Head. If the Department Head orders, the employee shall submit to a toxicology test in accordance with the procedure set forth below. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action.

36.05 The employee and the Union, with proper waiver and authorization from the employee, shall be given a copy of the laboratory report of both specimens before any discipline is imposed.

ARTICLE 37 MATERNITY LEAVE

37.01 The Employer may authorize a maternity leave of absence without pay but with continuation of health care benefits for a period not to exceed three (3) calendar months in anyone (1) calendar year for any female employee due to give birth to a child.

ARTICLE 38 RESIDENCY

38.01 All Bargaining Unit employees including new hires must maintain a primary residence within twenty-two (22) "statute miles" of Police Headquarters as a minimum condition of continued employment. Any employee who does not maintain such residence may be immediately terminated without recourse to the Grievance Procedure.

ARTICLE 39 PROFICIENCY ALLOWANCE

39.01 Annually, and in accordance with the standards set forth in Ohio Revised Code Section 109.801, all Bargaining Unit members shall be required to complete a department-approved Firearms Re-qualification Program consistent with the requirements of the Ohio Revised Code and Regulations issued pursuant thereto.

Upon presentation of an appropriate letter from an authorized range or, training officer evidencing satisfactory completion of and compliance with the State of Ohio's Firearms Requalification Program, each member of the Bargaining Unit shall be entitled to a payment of five hundred dollars ($500) each year of the agreement. Such sum shall be paid to the employee in a lump sum separate check on February 1 st of each contract year.

39.02 Annually each member of the bargaining unit shall be required to maintain their certification in first aid and CPR. An Officer evidencing re-certification in first aid/CPR shall receive a lump sum check for $400.00 on February 1 st of each contract year.

ARTICLE 40 RETIREMENT

40.01 Any employee intending to retire should provide the City with at least a six (6) month advance notification.

ARTICLE 41 FITNESS FOR DUTY

41.01 In cases where the Employer feels an employee is unable to perform the essential elements of his position, an evaluation of the employee's condition shall be made by the physician designated and paid for by the Employer. Should the physician concur with the Employer, the employee may be placed on sick leave or extended unpaid leave.

Should there be a conflict between the employee's doctor and the doctor designated by the Employer over an opinion concerning the employee's ability to return to work, the Employer will obtain a second opinion.

If found unfit for duty an unable to return to regular duty within one (1) year, the employee may be separated from service.

41.02 To conform with the Ohio Peace Office Training Academy (OPOTA) fitness standards for entry into police work, all union members will be required to participate in an Annual Departmental Wellness Fitness Program.

Every member of the unit will be required to take an annual medical exam paid for by the Employer. A status report from the medical provider will be sent to the Chief of Police indicating the member's ability to participate in the physical fitness evaluation. Only the information necessary for the general fitness report will be included in this evaluation and will be placed in the employee's medical file.

All Union members that are medically fit to participate in the annual fitness testing are required to participate. The goal of the fitness testing will be for every member of the department to achieve the 50th percentile for their respective age and gender of the OPOTA fitness standard, which is based on the Cooper Institute research. The fitness test will consist of three (3) objective tests:

Aerobic/Cardiovascular, Muscular Strength, and Muscular Endurance.

41.03 The Goal of the Annual Wellness Fitness Program is to encourage the degree of fitness and agility that promotes good physical and mental health and minimizes injury and illness caused by the demands of emergency response.

Employees who do not pass the fitness test will be given training and an opportunity to pass the test in a subsequent evaluation. Failing the fitness test will not subject the employee to progressive discipline.

ARTICLE 42 EXECUTION

42.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 7th day of December, 2012.

FOR THE UNION:

Fraternal Order of Police
Lodge No. 116

FOR THE EMPLOYER:

City of Wickliffe, Ohio

William A. Margalis, Mayor

ADDENDUM B
The City of Wickliffe
DRUG-FREE WORKPLACE POLICY

It is **The City of Wickliffe's** policy to maintain a safe alcohol and drug-free workplace and promoting high standards of employee health. To achieve this, **The City of Wickliffe,** considers the abuse of drugs or alcohol on the job to be an unsafe and counterproductive work practice. In accordance with the Drug-Free Workplace Act of 1988, we hereby emphasize and commit that, **The City of Wickliffe** adopt this Drug-Free Workplace Policy, implementing provisions contained herein.

DEFINITIONS.

City Premises - The term "City Premises" as used in this Program includes all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by The City of Wickliffe.

Prohibited Substances - Prohibited substances include illegal drugs, (including controlled substances, look-alike drugs and designer drugs) and alcoholic beverages.

Employee - Individuals who are employed by **The City of Wickliffe** and are members of the bargaining unit covered by this Agreement.

Accident - An unplanned, unexpected or unintended event which occurs on **The City of Wickliffe** premises during the conduct of the City's business; or during working hours; at which involves City-supplied motor vehicles or motor vehicles used in conducting the City's business; or within the scope of employment, and which results in any of the following:

A. A Fatality of anyone in the accident.

B. Bodily injury requiring off-site medical attention.

C. Vehicular damage.

D. Non-vehicular damage.

E. Other unplanned, unexpected or unintended event that endangers the health, safety and welfare of co-workers or the community.

Reasonable Cause - Reasonable cause shall be defined as slurred speech, alcohol smell, glassy or bloodshot eyes and/or erratic behavior such as noticeable imbalance, incoherence and disorientation.

Retest - Testing required in order to return to work after a positive drug test and proper procedural steps have been taken.

Re-Analyze - A challenge of a positive drug test.

Split Sample - A sample taken at the collection site separated into two samples consistent with approved methodologies of the Department of Health and Human Services.

Positive Drug Test - A test which exceeds the cut-off limits within the established guidelines developed by the U.S. Department of Health and Human Services or one that is tampered with in any way (adulterated specimen).

Negative Drug Test - A test acceptable for employment.

Adulterated Specimen - A urine screening which has been tampered with to cover the true results.

Diluted Samples - A urine drug sample which appears to have been made thinner or less concentrated by adding a liquid Collection Facility/Site - Approved location where participants can provide a specimen for testing.

Substance Abuse and Mental Health Services Administration - SAMSHA
Gas ChromatographylMass Spectrometry - GCIMS
Medical Review Officer - MRO
Under the Influence of a Prohibited Substance - "Under the influence of a prohibited substance" as used by this Program, means the following:

A. Alcohol - Blood alcohol level of as measured by blood or breath tests.

B. Other Prohibited Substances - Positive results based on the following thresholds for urine split sample testing.

Substance Initial Screen Confirmatory
Threshold Test Threshold
(ngLmll (ngLml)
(i) Marijuana 50 15
(ii) Cocaine 300 150
(iii) Opiates 2,000 2,000
(iv) Phencyclidine 25 25
(v) Amphetamines 1,000 500

Levels for other prohibited substances shall be in accord with accepted GCIMS quantitative procedures as recommended by the Federal Government Standards. In order to ensure that the workplace is free from drugs and/or alcohol, **The City of Wickliffe** makes the following statements of policy:

1. **The City of Wickliffe** DFWP policy statements supplant, and not detract from or otherwise modify any obligations imposed by union contracts, local, state, or federal law.

2. The illegal use, manufacture, distribution, sale, or possession of narcotics, drugs, or controlled substances (including inhalants containing controlled substances) while on any participating City's property, in City vehicles or on City time constitutes grounds for disciplinary action up to and including discharge. **The City of Wickliffe** also prohibits certain items such as drug paraphernalia and/or literature promoting illegal drug or substance use from being brought on City property or in City vehicles.

3. Illegal use of drugs, narcotics, or controlled substances off duty and off the participating City's premises is not acceptable because it can affect on-the-job performance and the confidence of the public in the participating City's ability to meet its responsibilities; such use may constitute grounds for disciplinary action up to and including discharge.

4. The illegal sale, manufacture, or distribution of narcotics, drugs, or controlled substances off duty and off the City's premises may result in discharge.

5. The abuse of prescription drugs to the extent that job performance or safety is compromised is prohibited and such use may constitute grounds for disciplinary action up to and including discharge.

6. Whether an employee is on or off duty, **The City of Wickliffe** prohibits the unauthorized use of alcoholic beverages on City's property or in City vehicles. Such use may constitute grounds for disciplinary action up to and including discharge.

7. Any use of alcohol that adversely affects an employee's job performance is not acceptable and may result in disciplinary action up to and including discharge.

DRUG TESTING

To provide a means to deter and detect substance abuse and to ensure that employees are fit for duty while on the premises of **The City of Wickliffe** employees shall be required to submit to drug and alcohol testing under the following circumstances I :

1 At a minimum, all drug testing will consist of testing for marijuana, cocaine, opiates, amphetamines and phencyclidine. When conducting Federal regulated testing, reasonable suspicion and/or post accident - testing may be conducted for any drug in schedule I or II of the Controlled Substance Act.

The City of Wickliffe shall adopt the guidelines of the Department of Health and Human Services, DHHS, "Mandatory Guidelines for Federal Workplace Drug Testing Programs", and subsequent amendments hereto. These guidelines shall be administered by a third party administrator engaged on behalf of **The City of Wickliffe.** The Third party Administrator shall adopt procedures for the following: split specimen collection procedures, Chain-of-custody procedures, laboratory qualifications, testing methodologies, quality control procedures, and reporting requirements.

1. **Pre Employment Drug Testing.**

All applicants being considered for employment will be subject to a preemployment drug test. **The City of Wickliffe** will not employ the applicant until the initial drug screen results are received. If the applicant tests positive, he/she will be eliminated from consideration for employment.

2. **Reasonable Suspicion Testing** Reasonable suspicion testing will occur when management has reason to suspect that an employee may be in violation of this Policy. The suspicion will be documented in writing prior to the release of test findings. A reasonable suspicion test may occur when:

a. Observed behavior, such as direct observation of drug/alcohol use or possession and/or physical symptoms of drug and/or alcohol use;

b. A pattern of abnormal conduct or erratic behavior;

c. Arrest or conviction for a drug-related offense, or identification of an employee as the focus of a criminal investigation into illegal drug possession, use or trafficking. The employee is responsible for notification of the City, within five (5) working days, of any drug-related conviction.

d. Information provided either by reliable and credible sources or independently corroborated regarding an employees' substance use; or

e. Newly discovered evidence that the employee has tampered with a previous drug or alcohol test.

Reasonable suspicion testing does not require certainty, but mere "hunches" are not sufficient to justify testing. To prevent this, all manager/supervisors will be trained to recognize drug and alcohol related signs and symptoms. Testing may be for drugs or alcohol or both.

3. **Post Accident.** Post accident testing will be conducted whenever an accident occurs, regardless of whether there is an injury. An accident is considered an unplanned, unexpected or unintended event that occurs on City property, during the conduct of business, or during working hours, or which involves a City-owned motor vehicle or motor vehicles that are used in conducting City business, or is within the scope of employment, and which results in any of the following:

a. A fatality of anyone involved in the accident;

b. Bodily injury to the employee and/or another person that requires off-site medical attention;

c. Vehicular damage in apparent excess of $250; or

d. Non-vehicular damage in apparent excess of $250.

e. Other unplanned, unexpected or unintended event that endangers the health, safety and welfare of co-workers or the community.

When such an accident results in one of the situations above, any employee who may have contributed to the accident will be tested for drugs or alcohol use or both.

4. Follow-up Testing after Return to Duty from Assessment or Treatment.

This test occurs when an employee who has previously tested positive and the decision is made to retain the employee under a "last-chance" agreement. A negative return-to-duty test is required before the employee will be allowed to return to work. If the employee fails this test, this will lead to the discontinuation of employment. Once an employee passes the drug and/or alcohol test and returns to work, management may choose to do additional unannounced tests for as long as deemed necessary. Any employee with a second positive test result will be disciplined up to and including termination from employment. Follow-up tests will be unannounced and may occur at any time for a time period that management considers reasonable. The intent is to deter any subsequent usage that would result in a violation of this Policy and termination of employment.

5. Random Drug Testing. All existing part time and full time employees will be subject to random drug testing during the time period this policy is implemented.

Random testing will be conducted using acceptable objective and non discriminatory computer generated methods for random selection. Random selection for testing shall not exceed 25% of the employees.

6. Testing for Cause. Employees may be required to submit to drug and/or alcohol testing at a laboratory chosen by The City of Wickliffe third party administrator, if there is cause for reasonable suspicion of substance abuse and/or after a work related accident warranting such testing. Employees who refuse substance abuse testing under these circumstances, or having adulterated samples will be disciplined - up to and including discharge.

7. Testing as a Condition for Promotion. Employees being promoted to a managerial position may be subject to a drug test before the promotion is granted.

25% of workforce is defined as the total number of The City of Wickliffe full time equivalents employees who are subject to random testing over the previous calendar year. Holders of Commercial Driver's Licenses (CDL) shall be tested as a separate pool as required by federal standards.

ADMINISTRATION

1. The City of Wickliffe shall submit to the Third Party Administrator a list of all employees to include full name, address, city, state, zip code, phone number, and a unique identification number, (Social Security numbers can be submitted provided the employee agrees to and signs a use of social security number authorization form). Additionally, each time The City of Wickliffe desires to hire an employee, the third party administrator shall be contacted for scheduling of alcohol and drug screen.

2. The City of Wickliffe specifies that only laboratories approved by the Department of Health & Human Services,(DHHS), shall be used to perform substance abuse testing

3. The Third Party Administrator shall conduct testing consistent with the DHHS. Testing form shall be urinalysis EMIT Screen, also referred to as Drug Screen, plus a gas chromatography/mass spectrometry, (GeIMS), confirmatory test for a panel of five drugs, and breath alcohol test with confirmatory Evidentiary Breath Test (EBT) for alcohol.

4. A strict chain of custody will be adopted. Procedures established by DHHS, the US Department of Transportation, (DOT), and Federal Motor Carrier Safety Administration, (FMC SA) will be utilized.

5. The City of Wickliffe has determined that the following drug/metabolite in urine shall not exceed these levels in non federal testing:

DRUG MIT SCREEN (ng/ml) GCMS CONFIRMATION (ng/ml)
Amphetamines 1000)00
Cannabinoids, 50 15
(MarijuanalTHC)
Cocaine 300 150
Opiates 2,000 ~,OOO
Phencyclidine 25 ~5
(PCP)

6. A positive test shall mean 0.02 or greater for alcohol.

SPECIMEN COLLECTION PROCEDURE

Urine specimens and breath testing will be conducted by trained collection personnel who meet standards for urine collection and breath alcohol testing. Confidentiality is required from the collection sites and labs. Employees are permitted to provide urine specimens in private, but subject to strict scrutiny by collection personnel so as to avoid any alteration or substitution of the specimen. Breath alcohol testing will likewise be done in an area that affords the individual privacy. In all cases, there will only be one individual tested at a time. Failure to appear for testing when scheduled shall be considered refusal to participate in testing, and will subject an employee to the range of disciplinary actions, including dismissal, and an applicant to the cancellation of an offer of employment. An observed voiding will only occur if there is grounds for suspecting manipulation of the testing process.

REVIEW OF TEST RESULTS

To ensure that every employee who is tested is treated fairly, The City of Wickliffe's Third Party Administrator shall employ a Medical Review Officer ("MRO"). The MRO responsibilities include the following:

1. Receive Confirmed Positive Results from the Laboratory
2. Request, if necessary Quantitative Description of Test Results
3. Review and Interpret Positive Laboratory Results
4. Review and Interpret Questionable Laboratory Results (e.g. adulterated specimens, etc.)
5. Inform Tested Individual and Provide Test Results
6. Conduct a Medical Interview with the Tested Individual
7. Review the Individuals Medical History and/or any other Relevant Biomedical Factors
8. Provide the Tested Individual an Opportunity to Discuss the Test Results
9. Order a Re-Analysis of the Original Sample Specimen at a Certified Laboratory
10. Consult with Laboratory Officials
11. Do not Receive Urinalysis Results that DO NOT COMPLY with Mandatory Guidelines
12. Do not Declare as Positive any Opiate-Positive Urine without "Clinical Evidence"
13. Determine whether a Result is Scientifically Insufficient
14. Determine whether a Result is Consistent with Legal Drug use
15. Forward Results of Verified Positive Test to EAP and Management Officials Empowered to Recommend or take Administrative Action

EMPLOYEES' RIGHTS WHEN THERE'S A POSITIVE TEST RESULT

An employee who tests positive under this Policy will be given an opportunity to explain the findings to the MRO prior to the issuance of a positive test result to **The City of Wickliffe** DFWP coordinator. Upon receipt of a confirmed positive finding, the MRO will attempt to contact the employee by telephone or in person. If contact is made by the MRO, the employee

will be informed of the positive finding and given an opportunity to rebut or explain the findings. The MRO can request information on recent medical history and on medications taken within the last thirty days by the employee. If the MRO finds support in the explanation offered by the employee, the employee may be asked to provide documentary evidence to support the employee's position (for example, the names of treating physicians, pharmacies where prescriptions have been filled, etc.). A failure on the part of the employee to provide such documentary evidence will result in the issuance of a positive report by the MRO with no attendant medical explanation. A medical disqualification of the employee will result. If the employee fails to contact the MRO as instructed, the MRO will issue a positive report to the City.

REPORTING OF RESULTS

All test results will be reported to the MRO prior to the results being issued to the City. The MRO will receive a detailed report of the findings of the analysis from the testing laboratory. Each substance tested for will be listed along with the results of the testing. The City of Wickliffe DFWP coordinator will receive a summary report, and this report will indicate that the employee passed or failed the test. All of these procedures are intended to be consistent with the most current guidelines for Medical Review Officers, published by the federal Department of Health and Human Services.

STORAGE OF TEST RESULTS AND RIGHT TO REVIEW TEST RESULTS

All records of drug/alcohol testing will be stored separately and apart from the employee's general personnel documents. These records shall be maintained under lock and key at all times. Access is limited to designated The City of Wickliffe officials. The information contained in these files shall be utilized only to properly administer this Policy and to provide to certifying agencies for review as required by law. Designated City officials that shall have access to these records are charged with the responsibility of maintaining the confidentiality of these records. Any breach of confidentiality with regard to these records may be an offense resulting in termination of employment.

Any employee tested under this Policy has the right to review and/or receive a copy of their own test results. An employee may request from the Drug-Free Coordinator, in writing, presenting a duly notarized Employee Request for Release of Drug Tests Results form, requesting that a copy of the test be provided. The City will use its best efforts to promptly comply with this request and will issue to the employee a copy of the results personally or by U.S. Certified Mail, Return Receipt Requested.

POSITIVE TEST RESULTS

Employees who are found to have a confirmed positive drug or alcohol test will be immediately taken off safety-sensitive duties and are subject to discipline up to and including termination.

ARRESTS AND CONVICTIONS

1. If an employee is convicted under a criminal drug statute of a violation, the employee must notify his/her supervisor no later than five days after the conviction.

2. Conviction of an employee for any drug-related criminal felony, whether on or off City premises, may constitute grounds for disciplinary action up to and including discharge.

EMPLOYEE REHABILITATION/ EMPLOYEE ASSISTANCE

Employees are continually encouraged to voluntarily seek help for problems involving drugs and alcohol through treatment programs. The City of Wickliffe will cooperate with employees who recognize that they have an alcohol or drug problem and request assistance. However, any employee whose use of alcohol or drugs constitutes a threat to property or safety, or any employee who violates The City of Wickliffe Drug-Free Workplace Policy, or tests positive for illegal drug usage, may constitute grounds for disciplinary action up to and including discharge.

This Drug and Alcohol Policy reflects the current views of The City of Wickliffe and its management. However, The City of Wickliffe reserves the right to modify, change, or update this policy as it may deem necessary or as required by law provided that adequate notice of such change is made to all employees. Below is a list of Local Employee Assistance programs employees may voluntarily contact for controlled substance and or alcohol counseling:
o Concern EAP (UHHS) - 1-216-663-3287

Training

Supervisor Training:

Each supervisor and management representative under the employee of The City of Wickliffe shall participate in supervisor level drug free workplace training. The training shall at a minimum cover the identification of controlled substance abuse in the workplace, training, employee assistance programs, discipline, and discharge. Consistent with the Ohio BWC, DFWP, supervisors will be required to participate in an initial training followed by annual refresher training. Training for supervisors will be conducted under the direct supervision of a Certified Professional. Supervisor training is in addition to employee training.

Employee Training:

Each employee, including supervisors, shall participate in **The City of Wickliffe** sponsored employee drug free workplace training. This training, at a minimum, shall include a review of the City's policy, substance abuse in the workplace and community treatment programs. Consistent with the Ohio BWC, DFWP, employees will be required to participate in an initial training followed by annual refresher training. Training for nonsupervisory employees will be conducted under the direct supervision of a Certified Professional.

Labor\Wickliffe\Sergeants and Lieuts-FINAL Exp. 2012