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AN AGREEMENT

between

THE CITY OF PARMA

and

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

EFFECTIVE: Upon Execution
EXPIRES: December 31, 2017

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ARTICLE I PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Parma, hereinafter referred to as "the Employer," and the Fraternal Order of Police, hereinafter referred to as "the FOP."

ARTICLE II PURPOSE AND INTENT

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

ARTICLE III RECOGNITION

3.01 The Employer agrees that it has and will continue to recognize the FOP as the exclusive representative for negotiating wages and salaries, hours of work, and other terms and conditions of employment for all full-time Corrections Officers, excluding all part-time and supervisory Corrections Officers.

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

ARTICLE IV DUES DEDUCTION

Section 4.1 The Employer agrees to deduct regular FOP membership dues once each month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. Upon receipt of the proper authorization, the Employer will deduct FOP dues from the payroll for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the employer.

Section 4.2 The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, regarding the deduction of Union dues. The FOP hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. The FOP staff representative shall notify the City where to remit the deducted funds. Once the funds are remitted to the FOP, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP.

Section 4.3 The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) revocation of the check-off authorization in accordance with the terms of this Agreement; or (5) resignation by the employee from the Union.

Section 4.4 The Employer shall not be obligated to make dues deductions from any employee, who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues.

Section 4.5 The parties agree that neither the employees nor the FOP shall have a claim against the Employer for errors in the processing of deductions, unless a claim is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the FOP dues deduction would normally be made by deducting the proper amount.

Section 4.6 The rate at which dues are to be deducted shall be certified to the Finance Director by the treasurer of the FOP during January of each year. One (1) month advance notice must be given the Finance Director prior to making any changes in an individual's dues deductions.

Section 4.7 Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

Section 4.8 All employees as defined in Article 3 of this Agreement, shall either (1) maintain their membership in the FOP; (2) become members of the FOP; (3) be required to pay a fair share fee to the FOP as a condition of continued employment in accordance with the terms of Revised Code Section 4117.09(c). In the event that a fair share fee is to be charged to an employee, the Employer shall deduct such fee in the manner set forth above.

Section 4.9 The City shall provide each newly hired bargaining unit employee with a copy of the FOP's fair share fee (agency/union shop) notice. Such notice shall be presented to each newly hired bargaining unit employee within the first thirty (30) days of employment. A sufficient supply of fair share fee (agency/union shop) notices shall be provided by the FOP to the City to allow the City to meet this obligation. The City shall require that the newly hired bargaining unit employee sign a receipt acknowledgment that the notice was presented. The City shall mail each original receipt to the FOP Lodge 15 office.

ARTICLE V MANAGEMENT RIGHTS

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

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

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

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

ARTICLE VI TOTAL AGREEMENT

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

ARTICLE VII LEGISLATIVE APPROVAL

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

ARTICLE VIII NON-DISCRIMINATION

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

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

ARTICLE IX GENDER AND PLURAL

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

ARTICLE X HEADINGS

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

ARTICLE XI OBLIGATION TO NEGOTIATE

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

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

ARTICLE XII CONFORMITY TO LAW

12.01 This agreement shall be subject to and subordinated to any present and future Federal laws, along with any applicable Rules and Regulations and the invalidity of any provisions of this Agreement by reasons of any such existing or future federal law or rule or regulation shall not affect the validity of the surviving portions. The foregoing notwithstanding, the terms and conditions of this Agreement shall supercede any conflicting State or Local law.

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

ARTICLE XIII NO STRIKE

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

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

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

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

ARTICLE XIV EMPLOYEE RIGHTS

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

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

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

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

disciplinary action, and the Employer shall interview the complaining party directly, prior to any discipline being implemented.

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

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

ARTICLE XV ASSOCIATION REPRESENTATION

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

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

15.03 The Director of the FOP or his designees shall receive eighty (80) hours annually for Union leave. Any unused time shall be rolled over to the following year to a maximum accumulation of one hundred (100) hours.

ARTICLE XVI GRIEVANCE PROCEDURE

16.01 Every employee shall have the right to present his grievance in accordance with the Procedures provided herein, free from any interference, coercion, restraint, discrimination or

reprisal and except at Step 1, shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step on this procedure.

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

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

b) Grievant – The "grievant" shall be defined as any employee, group of employees within the bargaining unit or the FOP.

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

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

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

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

b) Except at Step 1, all decisions and appeals shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant.

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

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

e) The grievant may be represented at any step of the grievance procedure after Step 1, providing such representative is approved of and authorized by the FOP.

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

h) The preparation of grievances shall be conducted on non-working hours, except when circumstances require that they be prepared on worktime. Processing of grievances shall be construed as the attendance at or presentation of grievances at the formal steps in the grievance procedure.

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

j) Probationary employees shall not have the right to utilize the provisions of the grievance procedure for the purpose of grieving probationary removals, demotions, or other actions.

k) Appeals regarding denial of injury leave benefits as provided by this Agreement shall be initiated at Step 4 of this Procedure.

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

Step 1:

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

Step 2:

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

Step 3:

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

Step 4:

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

ARTICLE XVII ARBITRATION PROCEDURE

17.01 In the event a grievance is unresolved after being processed through all steps of the grievance procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 4, the FOP may submit the grievance to arbitration. There is hereby created a permanent panel of arbitrators which shall consist of the following: (1) Alan Miles Ruben, Esq.; (2) James Mancini, Esq.; (3) Stewart W. Savage, Esq.; (4) Dennis Byrne; and (5) Nels Nelson, or other mutually agreeable arbitrator. The arbitrator will be chosen from the permanent panel of arbitrators by the alternative strike method with the Union striking first.

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

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

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

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

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

17.07 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration procedures contained in this Agreement.

ARTICLE XVIII DISCIPLINE

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

18.02 All employees shall have the following rights:

A. An employee shall be entitled to representation by a Union representative at each step of the disciplinary procedure.

B. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

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

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

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

18.06 Discipline shall not be implemented until either:

1. the matter is settled, or

2. the employee fails to file a grievance within the time frame provided by this procedure, or

3. the grievance is denied at Step 3 of the Grievance Procedure.

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

1. the employee has a right to object by filing a grievance within five (5) working days of receipt of the Notice of Discipline;

2. the Grievance Procedure provides for a hearing by an independent arbitrator as its final step;

3. the employee is entitled to representation by a Union representative at every step of the proceeding.

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

18.09 The following administrative procedures shall apply to disciplinary actions:

A. The Employer and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The Employer is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the Employer may offer a proposed disciplinary penalty. The employee must be advised before meeting that she/he is entitled to representation by the Union during the initial discussion.

B. If a mutually agreeable settlement is not reached at this informal meeting the Employer will, within ten (10) working days, prepare a formal Notice of Discipline and present it to the employee. If no informal meeting is held, the Employer may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.

C. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the Safety Director,

pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 within five (5) working days from receipt of the Notice of Discipline.

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

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

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

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

ARTICLE XIX SICK LEAVE

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

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

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

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

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

19.06 If an employee fails to submit adequate proof of illness or injury or in the event such proof as is submitted or upon the request of medical examination, the Jail Administrator and/or Safety Director finds there is not satisfactory evidence of illness or injury sufficient to justify the

employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

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

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

19.09 Upon the retirement of a full-time employee who has not less than ten (10) years of continuous service with the Employer and who has qualified for retirement benefits from the Public Employees Retirement System of Ohio, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement, multiplied by one third (1/3) of his total accumulated unused sick leave up to 2,160 hours (720 hours maximum).

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

ARTICLE XX SICK LEAVE BONUS

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

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

20.03 Employees shall have the option of converting accumulated sick leave into pay at the rate of two (2) accumulated sick leave hours for one (1) hour of pay. The maximum pay available shall be forty (40) hours per calendar year. The conversion applies only to sick leave earned within the calendar year and must be requested in writing by the employee on or before November 30th. The payment shall be made in the first pay period in December. Employees may not convert accrued but unused sick leave to cash payment for the calendar year 2016.

ARTICLE XXI FUNERAL LEAVE

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

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

ARTICLE XXII HOLIDAYS

22.01 All full-time employees shall receive the following paid holidays:

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

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

Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Good Friday	Labor Day

22.02 Beginning on January 1 of each year, all full-time employees shall be credited with, as compensation for the Holidays set forth in this Article, one hundred and four (104) hours of compensatory time which shall be taken within the year the holiday falls. In the event the employee has not taken such holiday time off by December 1st of each year, it shall be transferred to his accumulated compensatory time. In the event that an employee leaves employment during the year, any unused holiday time corresponding to any holiday(s) which has not occurred at that point in time shall be lost; and, if he has taken holiday time off for holidays which have not yet occurred, the Employer will be reimbursed by the Employee, and the Employer may deduct such sums from the final paycheck.

ARTICLE XXIII VACATION

23.01 Definitions:

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

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

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

A. Each employee who has completed less than one year of continuous employment beginning with the first date of his employment shall receive one workday off for each month worked but not more than eight work days, with pay, and these days shall be taken in the following calendar year. The first full calendar year thereafter that the employee works, he shall be credited in the following calendar year with a full two week vacation, with pay, and thereafter.

B. Each employee of the bargaining unit who has completed six (6) years of continuous employment beginning with his first date of employment shall receive three weeks' vacation with pay after such anniversary date.

C. Each employee who has completed thirteen (13) years of continuous employment beginning with the first date of employment shall receive four weeks' vacation, with pay, after such anniversary date.

D. Each employee who has completed eighteen (18) years of continuous employment beginning with the first date of employment shall receive five weeks' vacation, with pay, after such anniversary date.

E. Each employee who has completed twenty-two (22) years of continuous employment beginning with the first date of employment shall receive six weeks' vacation, with pay, after such anniversary date.

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

23.04 The time of taking of vacations shall be subject to the approval of the appropriate department personnel. Vacation taken in one (1) week increments shall normally be scheduled between an employee's days off. Any vacation not taken during the year in which it was accumulated may not be taken thereafter.

23.05 During an employee's last one, two or three years of service with the Employer, the employee, at his discretion, may work his scheduled vacation at the straight-time rate of pay. An employee who elects this option shall receive each year's pay divided into 26 parts, and each part

shall be added to the employee's regular bi-weekly salary. If an employee does not retire as scheduled, this option may not be exercised again.

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

ARTICLE XXIV OVERTIME

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

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

24.03 Employees who work overtime shall be compensated at a rate of one and one-half (1 ½) times their normal hourly rate of pay, which shall include the employees' longevity compensation. Employees, may at the time overtime is worked, elect to be compensated for the overtime in either cash payment paid with the normal payroll or receive compensatory time off. If no election is made, the overtime shall be paid with the next available payroll. Any employee working for another employee, who was granted time off and works to maintain minimum manpower requirements, will receive straight time pay and the hours so worked will not count as "hours worked" for purposes of computing overtime pay.

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

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

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

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

24.08 Employees will be scheduled for 2,080 hours per calendar year (2,088 in a leap year). At the conclusion of each calendar year, each employee's payroll records will be reviewed. Consistent with current practice, employees who have worked regularly scheduled hours in excess of 2,080 hours (2,088 in a leap year) will be paid at the overtime rate for all such excess of regularly scheduled hours worked by multiplying the excess hours by one-half (1/2) the

employee's regular hourly rate. Employees who have worked fewer than 2,080 hours (2,088 in a leap year) per their regular schedule will be required to use a time-off benefit (other than sick leave) to make up the difference to 2,080 hours (2,088 in a leap year). Such review and final payment adjustment will be completed no later than March 1st.

ARTICLE XXV LONGEVITY

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

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

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

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

ARTICLE XXVI UNIFORM MAINTENANCE ALLOWANCE

26.01 All newly hired probationary employees shall receive a uniform allowance through a voucher system within thirty (30) days of their date of appointment in the amount of five hundred dollars ($500.00).

The Employer shall continue to supply the employee with pepper spray and handcuffs. All newly hired probationary employees who do not complete the first year for any reasons shall return all uniforms paid for or supplied by the Employer.

26.02 All non-probationary employees shall receive an annual uniform allowance of six hundred fifty dollars ($650.00) payable by separate check by May 15th of each year. Employees shall not receive the payments set forth in this Article for calendar year 2017.

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

26.04 Any employee, incurring damage or destruction to any personal equipment, clothing or gear, in the performance of his/her official duty, shall be entitled to reimbursement from the City

upon presentation of a claim to the Jail Administrator or his designee, with satisfactory proof thereof.

ARTICLE XXVII INSURANCE

27.01 The Employer shall maintain the insurance benefits in effect on the date of ratification of this Agreement unless otherwise modified per the Insurance Committee referenced in §24.02 of this Article.

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

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

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

ARTICLE XXVIII TRAINING AND EDUCATION

28.01 Any employee who is required, as a condition of employment, to attend training sessions or seminars shall be compensated at the appropriate rate of pay for time in attendance at such training or seminar. The Employer shall provide each employee self-defense training every two (2) years. Travel time to and from such training or seminars shall be considered as time worked and employees shall be compensated in accordance with the following schedule:

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

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

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

ARTICLE XXIX WAGE SCHEDULE

29.01 Effective January 1, 2015, the rates of annual compensation shall be as follows for employees who are employed by the City of Parma on the execution date of this Agreement:

a) Start .....$ 32,782.88
b) After 6 months 34,097.18

c)	After one (1) year	35,461.92
d)	After two (2) years	36,873.72
e)	After three (3) years	38,360.40
f)	After four (4) years	40,300.78

29.02 Retroactive to January 1, 2016, the rates of annual compensation shall be as follows for employees who are employed by the City of Parma on the execution date of this Agreement:

a)	Start ..... $	33,110.71
b)	After 6 months	34,438.15
c)	After one (1) year	35,816.54
d)	After two (2) years	37,242.46
e)	After three (3) years	38,744.00
f)	After four (4) years	40,703.79

29.03 Effective January 1, 2017, the rates of annual compensation shall be as follows for employees who are employed by the City of Parma on the execution date of this Agreement:

a)	Start ..... $	33,772.92
b)	After 6 months	35,126.91
c)	After one (1) year	36,532.87
d)	After two (2) years	37,987.31
e)	After three (3) years	39,518.88
f)	After four (4) years	41,517.86

29.04 When it is deemed necessary by the Director of Public Safety or his or her appointee to have a bargaining unit employee act in the capacity of a Corrections Officer supervisor, such bargaining unit employee shall be compensated at the Supervisor's rate of pay for each hour worked in such capacity. This compensation will be paid as earned.

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

29.06 Effective January 1, 2007, employees assigned to be a Training Officer shall be paid one (1) hour at a rate of one and one-half (1 ½) their regularly hourly rate of pay to each employee who is assigned and works with a trainee.

29.07 Effective January 1, 2005, all employees, who are employed by the City of Parma on the execution date of this Agreement, and who are BAC or "Intoxilyzer" certified or certified to use any similar devise required for use by the Department of Health and approved by the City, shall receive an annual payment of six hundred dollars ($600.00), by separate check by December 15th of each year.

29.08 In addition to other compensation set forth herein, beginning with the first regular pay day and annually thereafter, employees shall receive a one-time, annual education bonus for having received a college degree in law enforcement from an accredited institution. This payment shall be (a) $500.00 for an Associate Degree or (b) $1,000.00 for a Bachelor's Degree, provided that only one payment shall be made per employee regardless of the number of degrees he may attain.

ARTICLE XXX MISCELLANEOUS

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

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

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

ARTICLE XXXI COURT TIME

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

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

ARTICLE XXXII LINE OF DUTY INJURY LEAVE

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

29.02 An employee who is disabled as a result of the performance of non-hazardous duties within the scope of his employment, if such disability prevents him from performing his duties, shall be paid his regular compensation during the continuance of such service-related disability, but for a period not to exceed 180 calendar days from the date such service-related disability was incurred. During such injury leave, compensation shall be paid in accordance with this section whether or not the regular employee has accumulated sick leave. In the event accumulated sick leave is available, however, and a service-related disability within the meaning of this paragraph is incurred, the first twenty (20) days of said service-related disability shall be charged to said employee's accumulated sick leave credit, or if less than twenty (20) days accumulated sick leave credit is available, the existing sick leave credit shall be charged and any remaining service-related disability shall be charged to injury leave. In no event will an employee receive more than his regular compensation while on injury leave.

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

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

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

ARTICLE XXXIII LABOR/MANAGEMENT MEETINGS

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

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

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

ARTICLE XXXIV DURATION OF AGREEMENT

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

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

ARTICLE XXXV PROBATIONARY PERIOD

35.01 All newly hired full-time employees will be required to serve a probationary period of six (6) months. During such period, the Employer shall have the sole discretion to discipline or discharge such employee (s) and any such action shall not be appealable through any Grievance or Arbitration Procedures contained herein or to any Civil Service Commission.

35.02 All newly promoted employees will be required to serve a promotional probationary period of six (6) months. During such period, the Employer shall have the sole discretion to demote such employee(s) to his previous position and any such demotion shall not be appealable through any Grievance or Arbitration Procedures contained herein or to any Civil Service Commission. If the employee so demoted is not demoted for a dischargeable offense, then that employee shall have the right to return to the bargaining unit without loss of seniority.

ARTICLE XXXVI PROMOTIONS

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

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

ARTICLE XXXVII FAMILY MEDICAL LEAVE

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

ARTICLE XXXVIII SENIORITY

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

38.02 Seniority shall be broken when an employee:

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

ARTICLE XXXIX DRUG AND ALCOHOL TESTING POLICY AND PROCEDURES

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

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

39.02 Informing Employees About Drug and Alcohol Testing: All employees shall be fully informed of the Police Department's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the Employer shall inform the employees on how the tests are conducted, what the test can determine and the consequences of testing positive for drug and/or alcohol use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested before this information is provided to him. Prior to any testing, the employee will be required to sign the attached consent form and release form. Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by

the Employer. No disciplinary action will be taken against an employee unless he/she refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs within 2 year(s) of completing an appropriate rehabilitation program.

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

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

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

A pattern of abnormal conduct or erratic behavior; or

An arrest and conviction of a drug related offense; or

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

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

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

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

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

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

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

Marijuana metabolites
Cocaine metabolites
Opiate metabolites
Phencyclidine
Amphetamines

Urine specimens shall also be screened to determine whether they are negative for anabolic steroids. "Anabolic steroids" are defined for purposes of this provision as set forth in 21 CFR 1300.01 as amended. The initial cutoff levels used when screening urine specimens to determine whether they are negative for anabolic steroids will be as established by the certified laboratory.

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

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

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

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

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

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

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

39.09 Testing Program Costs: The Employer shall pay for all costs involving drug and alcohol testing as well as the expenses involved of the Medical Review Officer. The Employer shall also reimburse each employee for their time and expenses, including travel incurred, involved in the testing procedure.

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

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

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

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

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

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

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

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

Consent and Release Form for Drug/Alcohol Test Program

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

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

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

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

_____

Printed or typed name of employee

_____

Signature of employee

_____

Date

ARTICLE XL EXECUTION

Section 1. IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed this 29 day of August, 2016.

FOR THE EMPLOYER

By: _____

By: _____

By: _____

By: _____ SAFETY DIRECTOR

By: _____

FOR THE FOP

By: _____

By: _____

By: _____

By: _____

By: _____