



City of Parma Heights
Council Meeting
6281 Pearl Road
Monday, June 12, 2023
7 :00 PM

ROLL CALL

PLEDGE OF ALLEGIANCE

ACTION ON MINUTES:

- **MAY 22, 2023 – CITY COUNCIL WORK SESSION**
- **MAY 22, 2023 – PARMA HEIGHTS CITY COUNCIL MEETING**
- **JUNE 2, 2023 – PARMA HEIGHTS SPECIAL CITY COUNCIL MEETING**

REPORTS FROM MAYOR AND DIRECTORS

COMMUNICATIONS: None at this time

PUBLIC SESSION

LEGISLATION

Second Reading

1. ORDINANCE NO. 2023 – 32

AN ORDINANCE AMENDING CHAPTER 1301 OF THE PARMA HEIGHTS CODIFIED ORDINANCES TO PROVIDE FOR ADOPTION OF THE RESIDENTIAL CODE OF OHIO, AS MAY BE AMENDED BY THE STATE OF OHIO FROM TIME TO TIME

First Reading

2. ORDINANCE NO. 2023 – 33

AN ORDINANCE AMENDING SECTION 351.13 ENTITLED “PARKING OF COMMERCIAL VEHICLES” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AS AMENDED

3. RESOLUTION 2023 – 34

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO DISPOSE OF OBSOLETE CITY VEHICLES AND EQUIPMENT AT A PUBLIC SALE THROUGH GOVPLANET/IRONPLANET

4. ORDINANCE NO. 2023 – 35

AN ORDINANCE APPROVING AND AUTHORIZING THE ADMINISTRATION TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PARMA HEIGHTS AND THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC. [PATROLMEN], AND DECLARING AN EMERGENCY

ADJOURNMENT

ORDINANCE NO. 2023 - 32

**AN ORDINANCE AMENDING CHAPTER 1301 OF THE PARMA HEIGHTS
CODIFIED ORDINANCES TO PROVIDE FOR ADOPTION OF THE RESIDENTIAL
CODE OF OHIO, AS MAY BE AMENDED BY THE STATE OF OHIO
FROM TIME TO TIME**

WHEREAS, the Director of Public Service and Chief Building Official recommend that Chapter 1301 of the City of Parma Heights Codified Ordinances be updated and amended, in part, to refer to, adopt, and incorporate the Residential Code of Ohio, as may be amended by the State of Ohio, Board of Building Standards, from time to time; and

WHEREAS, Ohio Revised Code Section 731.231 grants the City full authority to adopt, enforce, and incorporate by reference the Residential Code of Ohio.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Parma Heights, County of Cuyahoga, and State of Ohio:

Section 1: That Chapter 1301 of the Codified Ordinances shall be amended and, as amended, shall henceforth read as shown by edits set forth in Exhibit "A", which is attached hereto and incorporated by reference.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meeting open to the public, in compliance with the law.

Section 3: That this Ordinance shall take effect and be in force from and after the earliest date provided for by law.

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

EXHIBIT A

CHAPTER 1301 **Ohio Residential Code of Ohio**

EDITOR'S NOTE: Chapter 1301, formerly titled "Regional Dwelling House Code" was repealed, re-enacted and re-titled "Ohio Residential Code" by Ordinance 2002-37, passed October 15, 2002.

1301.01 ~~1999 edition~~ Residential Code of Ohio adopted.

1301.02 File copies.

1301.03 Amendments and additions.

1301.99 Penalty.

CROSS REFERENCES

Adoption of technical codes - see Ohio R.C. 731.231

Ohio Building Code - see Ohio R.C. 3781.10, BLDG. [Ch. 1303](#)

Planning Commission - see P. & Z. [1101.01](#) et seq.

Board of Zoning Appeals - see P. & Z. [1139.01](#) et seq.

Building Inspector - see BLDG. [1323.01](#) et seq.

Smoke detectors - see FIRE PREV. [1505.02](#)(BOCA F-510.0)

1301.01 1999 EDITION RESIDENTIAL CODE OF OHIO ADOPTED.

Pursuant to Ohio R.C. 731.231, the City adopts, enforces, and incorporates herein by reference there is hereby adopted, for the purpose of establishing rules and regulating the fabrication, erection, construction, enlargement, alteration, repair, location and use of detached one-, two- and three-family dwellings, their appurtenances and accessory structures, that certain Code known as the Residential Code of Ohio, 1999 Ohio Residential Code, copyright 2000, by International Code Council, Inc., as adopted and certified by the Ohio Board of Building Standards, pursuant to Revised Code 3781.10, as may be amended by said Board from time to time, and which is codified as Ohio Administrative Code 4101:8, save and except such portions as are hereinafter modified or deleted.

(Ord. 2002-37. Passed 10-15-02.)

1301.02 FILE COPIES.

A complete copy of the ~~Ohio~~ Residential Code of Ohio, as adopted in Section [1301.01](#) , is on file with the Clerk of Council for inspection by the public. One

copy shall also be on file in the Cuyahoga County Law Library. The Clerk of Council has copies available for distribution to the public at cost.

1301.03 AMENDMENTS AND ADDITIONS.

The Ohio Residential Code of Ohio adopted in Section 1301.01 is hereby amended as follows:

Section 104.1 GENERAL. (Amended)

~~—The building inspector is hereby authorized and directed to administer and enforce all of the provisions of this code.~~

~~—Section 104.2 REFERENCED STANDARDS. (Amended)~~

~~—The most current edition of each listed standard at the time of application for a permit shall be deemed the governing standard, not necessarily the standards listed in this chapter.~~

~~—For additional standards for materials or systems not included in this Code, refer to the Appendices of the Ohio Basic Building Code, current edition.~~

a) Section 111.8 107.5.3 POSTING BUILDING SITE. (Added)

Post permit (given by the Building Department) immediately.

Application

1. Fill out permit application completely.
2. Three (3) complete sets of building plans.
3. Three (3) sets of plot plans.

Section 109.3 PROSECUTION AND PENALTIES. (Amended)

~~When an owner fails to comply with Section 109.2, the owner may be prosecuted and is subject to a fine of not more than five hundred dollars as provided for in Section 3791.04 of the Revised Code criminal penalties shall be imposed pursuant to Section 1301.99 herein.~~

Section 110.1 HEARING AND RIGHT OF APPEAL, PARMA HEIGHTS LOCAL BOARD OF ZONING BUILDING APPEALS. (Amended)

In order to hear and decide appeals of orders, decisions, or determinations made by the residential building official relative to the application of this code, there shall be a local appeals process established within the certified jurisdiction. Adjudication hearings shall be in accordance with sections 119.09 to 119.13 of the Revised Code, as required by section 3781.031 of the Revised Code.

Section 112.3 PLANS. (Added)

~~—With your Building Permit you will receive two (2) sets of your submitted plans and two (2) plot plans stamped and signed "approved". Any desired change afterward is, either plans or plot plan, must be resubmitted and approved by the Building Commissioner before proceeding with any of the work.~~

~~—Section 113.1.4(a) OTHER INSPECTIONS. (Added)~~

~~—Following inspections are required:~~

- ~~—1. Footer inspection before pouring concrete.~~
- ~~—2. Foundation and drains before back-filling.~~
- ~~—3. All framing (rough).~~
- ~~—4. All electrical (rough).~~
- ~~—5. Final finish framing.~~
- ~~—6. Final electrical inspection.~~

~~—Section 113.1.6 PERIODIC INSPECTION. (Added)~~

~~—A permit shall be required for the occupancy of any new residential dwelling or commercial building. This permit shall be issued only if the residential dwelling or commercial building conforms to the Building Code. In case of hardship, a permit for occupancy of any new residential dwelling may be issued by the Building Inspector if arrangements for compliance to the Building Code have been made to his satisfaction. A one thousand dollar (\$1,000.00) cash deposit shall be made with the Director of Finance in the event a permit for occupancy for a residential dwelling is granted because of hardship. This deposit shall be required to guarantee compliance with the Building Code. In the event such compliance shall not have been made to the satisfaction of the Building Inspector, it shall be forfeited. The forfeiture of the deposit shall not in any manner affect the right of any court to further penalize the individual making the deposit in conformity with the penalty section of the Building Code.~~

~~—Section 118 STOP WORK ORDERS. (Amended)~~

~~—Upon notice in the form hereafter prescribed from the Building Official or his duly appointed assistant that work on any building or structure is being done contrary to the provisions of the Residential Code or in a dangerous or unsafe manner, such work shall be immediately stopped. Such notice shall be in writing, shall provide for a signature by the Building Official or his duly appointed assistant who has discovered the violation and shall state the reason for stopping the work. It shall be a sufficient statement of the reason to cite the section of the Residential Code which has been violated.~~

~~—The notice shall be delivered to the owner of the property or to his agent or to the person in charge of the work at the site. In lieu of such delivery, a copy of the notice shall be posted on the front door of the building or structure containing the violation. Within one working day after such posting, a copy thereof shall be mailed to the address~~

~~of the application for the building permit as it appears on such application. If the building or structure has no front door or has not yet reached a point of construction so the position of the front door is identifiable, it shall be sufficient to post such notice on any part of the front of the building.~~

~~—The notice shall recite that no further work of any kind shall be done on the premises containing the building or structure. Any person who does any work whatsoever either on the building or structure or on the premises containing the building or structure, while such notice is in effect, shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished as provided by ordinance. Work may be resumed only when the violation has been corrected and the Building Official or his duly appointed assistant has been notified, a reinspection has been performed and the corrective work approved as in compliance with the Residential House Code.~~

~~—No person shall remove, mutilate or destroy a stop work notice without the authority of the Building Official.~~

Section 202 GENERAL BUILDING DEFINITIONS. (Amended)

~~—MANUFACTURED HOME. A structure, transportable in one or more sections, which in the traveling mode is 8 body feet or more in width or 40 body feet or more in length, or, when erected on site, is 960 square feet or more, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and include the plumbing, heating, air conditioning and electrical system contained therein. For the purposes of these provisions, a mobile home shall not be considered a manufactured home. Mobile homes are prohibited as principal or accessory structures for residential use.~~

b) Section 304 304.4 MINIMUM ROOM AREAS. (Added)

Minimum area requirements. In addition to the minimum room area standards imposed by Section 304 of the Residential Code of Ohio, as incorporated herein, each dwelling unit shall contain a bathroom and an area for each of the following uses: living, cooking, dining and sleeping and, in addition, a cellar, a basement or a utility room. The utility room shall have a minimum floor area of ninety square feet. Each basementless dwelling shall have, in addition to the utility room and minimum required garage area, a storage space of not less than 320 cubic feet with a minimum ceiling height to eight feet.

Minimum Areas or Dimensions

<u>Space use</u>	<u>Area</u>	<u>Minimum Dimension</u>
Living	240 sq. ft.	12 feet, 8 inches
Dining	120 sq. ft.	10 feet
1st sleeping area	160 sq. ft.	12 feet, 4 inches
2nd sleeping area	120 sq. ft.	11 feet, 4 inches

3rd sleeping area	100 sq. ft.	9 feet, 4 inches
4th or more additional sleeping areas	90 sq. ft.	9 feet
Cooking (kitchen)	130 sq. ft.	9 feet
Living-dining combination	360 sq. ft.	
Dining-cooking combination	170 sq. ft.	11 feet, 4 inches

**Additional areas shall be provided for the necessary hallways or other interconnecting spaces, closets and that area occupied by partitions. Two adjoining areas shall be considered a combination space use if the area of the wall between the two areas is less than twenty-five percent of the open space between such areas.

Bathroom.

~~—Each dwelling unit shall contain a least a water closet, lavatory and tub or stall shower in a room or rooms in which the fixtures shall be arranged so as to provide at least a ninety-degree door swing. Each dwelling having four or more sleeping areas shall have an additional bathroom which shall contain a water closet and lavatory.~~

Section 305.1 MINIMUM HEIGHT. (Amended)

~~—Habitable rooms, hallways, corridors, bathrooms, toilet rooms, laundry rooms and basements shall have ceiling height of not less than 8 feet. The required height shall be measured from the finished floor to the lowest projection from the ceiling.~~

~~—Exceptions:~~

~~—1. Beams and girders spaced not less than 4 feet (1219 mm) on center shall be permitted to project not more than 6 inches (152 mm) below the required ceiling height.~~

~~—2. Ceiling heights in basements without habitable spaces shall not be less than 6 feet 8 inches (2032 mm) clear except for under beams, girders, ducts or other obstructions where the clear height shall be 6 feet 4 inches (1930 mm).~~

~~—3. Not more than 50 percent of the required floor area of a room or space shall be permitted to have a sloped ceiling less than 7 feet (2134 mm) in height with no portion of the required floor area less than 5 feet (1524 mm) in height.~~

~~—Section 306.2 KITCHEN. (Amended)~~

~~—Each dwelling unit shall be provided with a kitchen area and every kitchen area shall be provided with a sink of approved nonabsorbent material. No single residence or home shall be constructed hereafter unless the structure is equipped with an appropriate digester-type garbage disposal unit.~~

c) Section 309 309.6 GARAGES. (Added)

Garages attached and detached

A private garage is a building or space used as an accessory to a main building permitted in a residence district and providing for the storage of motor vehicles and in which no occupation, business or services for profit connected in any way with motor vehicles is carried on. Floor Area - The floor area of private garages required for each one and two-family and townhouse dwelling unit shall be in accordance with the following schedule:

<u>Dwelling Types</u>	<u>Minimum</u>	<u>Maximum</u>
One-family dwelling	441 sq. ft.	750 sq. ft.
Two-family dwelling	441 sq. ft.	750 sq. ft.
Three-family dwelling	441 sq. ft.	750 sq. ft.

The area for garages shall be measured from the exterior face of the enclosing walls at ground floor level.

Detached garages - wood frame construction

1. For garages larger than 600 square feet, the bottom of footings of frame garages shall be not less than 42 ~~36~~ inches below finished grade, unless supported on a reinforced concrete slab as provided in the following paragraph.

2. For garages smaller than 600 square feet, the frame garages may be built on a concrete slab, not less than 4 inches thick, reinforced with steel mesh weighing not less than 40 pounds per 100 sq. feet or equivalent reinforcement turned up into a 6-inch width curb, 8 inches high above finished grade to form a wall foundation, with concrete footer below grade of at least 12 inches (known as a thickened haunch). Anchor bolts at all corners with maximum spacing 4 ft. o.c.

3. Studs and rafters shall have a spacing of not more than 16 inches o.c.
4. Rafter ties at eaves may be 2 x 6's with a maximum spacing 4 ft. o.c.
5. Corner bracing must be applied on the outside surface of studs.
6. All garages are to be gable or hip type roofs (no shed type).
7. Garage door header has to be 3-2 x 12 or 2-2 x 12's with a steel fitch plate.
8. Garage downspouts and gutters.

All accessory buildings, including garages, must be provided with proper downspouts and gutters for conducting the water from the roof of such building to a public storm sewer or unobstructed watercourse. Provisions for so conducting storm and rain waters shall be shown on the plans and specifications as submitted in the request for a building permit. In no case shall a downspout or gutter be constructed or maintained in such condition as to discharge water onto the property of another or onto

public sidewalks or public streets, or be so constructed or maintained as to cause rain or storm water to flow over the property of another or over sidewalks or streets, whether public or private. Notwithstanding the foregoing, storm water may be discharged over land in accordance with a plan of discharge, approved by the Building Inspector.

9. Doors. Every detached garage of either masonry or wood frame construction shall be provided with an egress door. The minimum size shall be two feet, six inches wide, six feet, eight inches high and one and three-eighths inches thick at the stiles. The door shall swing out of the detached garage and shall be provided with a lock which is always openable from the inside, without the use of a key. All hardware shall be of noncorrosive metal.

10. Attached garages shall be ventilated by a mechanical ventilating system. Minimum 190 CFM.

Section 311.1 EXIT REQUIRED. (Amended)

~~—A required means of ingress and egress from a living unit shall not be through any part of another living unit or through an attached garage. At least one window or other exterior opening in each habitable room shall be so arranged as to permit its use as a means of escape in an emergency. The second floor of a two family flat shall have two stairways to ground floor exits at least twenty feet apart as measured around the periphery of the house, or in the alternative, the second story of a two-family flat shall have one stairway to the ground floor exits and shall have an exterior door of a minimum size of two feet and four inches by six feet and eight inches which shall open onto a porch being at least eight feet by ten feet which porch must be at least thirty feet apart from the stairway exit as measured around the periphery of the house.~~

Section 311.3 TYPE AND SIZE. (Amended)

~~—At least one exterior door opening shall be not less than six feet, eight inches high and three feet wide. Other door openings may be not less than six feet, six inches high and two feet, six inches wide, except that doors to bathrooms, toilet compartments and lavatories may have a width of not less than two feet, four inches. Closet doors may have a width of not less than two feet.~~

~~—Wood exterior doors shall be not less than one and three fourth inches thick. Wood interior doors shall be not less than one and three eighths inches thick, unless otherwise approved.~~

~~—Section 311.3(6) SWINGING DOORS. (Added)~~

~~—Whenever there is a swinging door on the exterior wall of a residential dwelling house, there shall be an exterior platform or porch not less than three feet by four feet in size with steps to the finish grade of normal tread and riser, the platform and steps to be constructed in accordance with the Dwelling House Code. The platform shall be no more than one riser below the floor level of the dwelling.~~

~~—Section 311.3(b) SLIDING DOORS. (Added)~~

~~—Whenever there is a sliding door in the exterior wall of a residential dwelling house, an exterior platform or porch shall be constructed. The platform or porch shall be not less than four feet projecting out from the building, nor less than the opening, plus six inches on each side, in width, with steps to the finish grade of normal tread and riser. The platform and steps shall be constructed in accordance with the Dwelling House Code. The platform shall be no more than one riser below the floor level of the dwelling.~~

~~—Section 320.3.3 DRYWALL CONSTRUCTION. (Added)~~

~~—Wherever drywall construction is specified in this code it shall mean the use of 5/8 inch gypsum board.~~

~~—Section 401.2(a) FOUNDATIONS FOR DWELLING HOUSES. (Added)~~

~~—Brick, hollow, vitrified tile, cement blocks, concrete or a combination of these may be used in the foundation of dwellings. However, where cement blocks or concrete are used, no more than six inches of such materials shall be exposed to view from the grade line up. Minimum requirements of square feet for foundations (all measurements are to be outside the foundation) shall be as follows:~~

~~—(a) Two-story single-family dwellings – 896 square feet;~~

~~—(b) One and one-half story single-family dwellings – 1,008 square feet;~~

~~—(c) One-story single-family dwellings – 1,230 square feet;~~

~~—(d) The foundation and the building of a split-level single-family dwelling shall be constructed in a manner so that there is at least 1,500 square feet of combined living area, exclusive of loft storage area, basement, open porches and garage;~~

~~—(e) Where any dwelling is constructed without a basement, 180 square feet shall be added to the requirements of subsections (a), (b) and (c) hereof; and~~

~~—An attached garage, whether it be single or double, shall have no effect on the foregoing minimum requirements for single-family dwellings except where such dwellings are one-story and basementless; square footage of attached garage area over and above 240 square feet may be considered up to a maximum of 100 square feet in determining whether or not such dwellings meet the foregoing minimum requirements of subsection (e) hereof.~~

d) Section 401.3(a) 401.3.1 DRAINAGE DURING CONSTRUCTION. (Added)

The flow or disposal of storm water into a sanitary sewer shall not be permitted at any time, including, without limitation, during any phase of construction operations.

e) Section 401.3(b) 401.3.2 STORM DRAINAGE. (Added)

(1) ~~(a)~~ Collected and drained to storm sewer. Roofs and paved areas, yards, courts and open shafts, and every open excavation or part of a lot or premises where water accumulates, shall be drained into a storm sewer, except as otherwise provided in this

section. The provisions of this section shall not be interpreted to prohibit the construction or maintenance of a pool or fountain which is provided with drainage approved by the Director of Public Service, and in which the water is not permitted to become stagnant, contaminated or polluted.

(2) ~~(b)~~ Drained to other than storm sewer. Where, in the opinion of the Director of Public Service, no sewer is available, or to mitigate the introduction of substantial amounts of storm water into the city storm sewer system, the storm drainage, from sources described in subsection (1) ~~(a)~~ hereof shall be piped to discharge into the street gutter, splash block or into a receptacle or conducted to another point of disposal, as approved by the Director of Public Service. As an alternative, one or more downspouts may be connected to an approved rain barrel or rain garden as follows:

(2.1) ~~(4)~~ Drained to a rain barrel. Notwithstanding any other provision of this chapter or these Codified Ordinances, one or more downspouts may be diverted into an approved rain barrel or other structural storage container, provided that the overflow from such appurtenances is directed into the public storm sewer system. Rain barrels or other structural system storage containers shall be covered at all times and incorporate a drainage that directs any overflow away from the building foundation and into the public storm sewer system. The installation of rain barrels or other structural storage containers shall be subject to review and approval of the Director of Public Service or City Engineer or their duly authorized representative, and shall conform to the standards published by the Cuyahoga Soil and Water Conservation District, and as amended.

(2.2) ~~(2)~~ No rain barrel(s) shall be installed until a permit has been obtained.

(2.3) ~~(3)~~ Rain barrels must be free of any chemicals from prior use. Fifty-five-gallon drum industrial containers are prohibited.

(2.4) ~~(4)~~ Rain barrels shall be located behind the front setback of a structure. Visual screening of rain barrels or other structural storage containers may be required, on a case-by-case basis, so as to prevent unsightly visual impacts to the surrounding area.

(2.5) ~~(5)~~ Rain Garden. One or more downspouts may be directed into an approved rain garden. Such rain garden shall be subject to the review and approval of the City Engineer, or his/her duly authorized representative, and shall be constructed in accordance with the latest edition of the Rain Garden Manual for Homeowners. No rain garden shall be constructed or installed until a permit has been obtained.

(2.6) ~~(6)~~ Subject to the review and approval of the Director of Public Service residential structure gutters and downspouts may be disconnected from the city storm sewer system which shall be directed away from the resident's foundation and their neighbor's foundation and property as set forth in Section 401.3(e)(1).

(2.7) ~~(7)~~ As a precondition to allowing the use of a splash block the land owner shall agree in writing, to indemnify, defend and hold harmless the City, its officers and employees from any claim, injury, loss or damage to the land owner, his or her property

or the person or property of any other individual that may directly or indirectly, result from the discharge of storm water over land.

(2.8) ~~(8)~~ Fees. The fee for a permit to connect downspouts to an approved rain barrel or rain garden shall be in accordance with the then existing schedule of fees contained in Chapter 1321.

(3) ~~(e)~~ Discharge to sanitary sewer. Notwithstanding any other provision of this chapter or these Codified Ordinances, if it is determined that one or more installed conductors, roof leaders or surface or ground water drains discharge or infiltrate into a sanitary sewer, the Director of Public Service may grant a special permit allowing the land owner to disconnect the offending private storm sewer facilities from the public sewerage system, but only pursuant to the terms and conditions in this section.

(4) ~~(d)~~ Review by Municipal Engineer. Upon discovery of a situation described in subsection (c) hereof, the Director of Public Service shall refer the matter to the Municipal Engineer for his or her review and recommendation.

(5) ~~(e)~~ Granting of permit. The Director of Public Service shall grant the special permit described in subsection (c) hereof if he or she finds the following conditions to be satisfied:

(5.1) ~~(4)~~ With respect to roof and yard drainage, downspouts may be allowed to discharge into splash pads or into other suitable devices, but only if the Director of Public Service determines that the flow is not reasonably expected to create a nuisance to neighboring property or the general public. Connections of any pipe carrying roof water or yard drainage to a sanitary sewer shall not be acceptable.

(5.2) ~~(2)~~ With respect to surface drainage, positive drainage shall be provided so that a nuisance will not be created. Catch basins or properly connected underdrains shall be installed, or other suitable alternatives shall be installed where water may pocket, to preclude the accumulation of surface water. Regrading shall be done so that existing natural ground drainage of the surrounding area shall not be impeded.

(5.3) ~~(3)~~ As a precondition to issuance of any special permit pursuant to this section, the land owner may agree, in writing, to indemnify, defend and hold harmless the City, its officers and employees from any claim, injury, loss or damage to the land owner, his or her property or the person or property of any other individual that may directly or indirectly, result from the discharge of storm water over land.

(6) ~~(f)~~ Improper discharge. In the absence of a special permit granted pursuant to this section, the Director of Public Service shall, upon discovery that one or more discharging or infiltrating into a sanitary sewer, compel the land owner to reconnect the offending facilities to the public storm sewerage system.

~~Table 702.3.4 THICKNESS OF GYPSUM BOARD. (Amended)~~

Thickness of Gypsum Board (inches)	Application	Orientation of Gypsum Board to Framing	Maximum Spacing of Framing Members (inches o.c.)			Maximum Spacing of Fasteners (inches)		Size of Nails for Application to Wood Framing ^e
						Nails ^a	Screws ^b	
—Application without adhesive								
5/8	Ceiling	Either Direction	16	7	12	No. 13 gage, 1 5/8" long, 19/64" head, 0.098" diameter,		
	Ceiling	Perpendicular	24	8	12			
	Wall	Either Direction	24	8	12	1 3/8" long, annular-ringed, 6d cooler nail, 0.092" diameter, 1 7/8" long, 1/4" head; or gypsum board nail, 0.091.5" diameter, 1 7/8" long, 19/64" head.		
—Application with adhesive								
5/8	Ceiling ^d	Either Direction	16	16	16	Same as above for 1/2" and 5/8" gypsum board, respectively.		
	Ceiling ^d	Perpendicular	24	12	16			
	Wall	Either Direction	24	16	24			

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—For SI: 1 inch = 25.4 mm.

—^a—For applicants without adhesive, a pair of nails spaced not less than 2 inches apart or more than 2-1/2 inches apart shall be used with the pair of nails spaced 12 inches on center.

—^b—Screws shall be Type S or W in accordance with ASTM C 1002 and shall be sufficiently long to penetrate wood framing not less than 5/8-inch and metal framing not less than 3/8-inch.

—^c—Where metal framing is used with a clinching design to receive nails by two edges of metal, the nails shall be not less than 5/8-inch longer than the gypsum board thickness and shall have ringed shanks. Where the metal framing has a nailing groove formed to receive the nails, the nails shall have ringed shanks. Where the metal framing has a nailing groove formed to receive the nails, the nails shall have barbed shanks or

~~be 5d, 13-1/2 gage, 1-5/8 inches long, 15/64-inch head for 1/2-inch gypsum board; and 6d, No. 14 gage, 1-7/8 inches long, 15/64-inch head for 5/8-inch gypsum board.~~

~~—^d 3/8-inch thick single-ply gypsum board shall not be used on a ceiling where a water-based textured finish is to be applied, or where it will be required to support insulation above a ceiling. One ceiling applications to receive water-based texture material, either hand or spray applied, the gypsum board shall be applied perpendicular to framing. When applying a water-based texture material, the minimum gypsum board thickness shall be increased from 3/8-inch to 1/2-inch for 16-inch o.c. framing, and from 1/2-inch to 5/8-inch for 24-inch o.c. framing.~~

~~— Section 803.2.4 PORCHES AND PLATFORMS. (Added)~~

~~— Whenever a porch roof is constructed as an integral part of the roof of a residential dwelling house, the area under the roof extrusion, exclusive of overhang, shall be deemed a porch and shall be constructed in accordance with the requirements of Chapters 63 and 65 of the Dwelling House Code. Such porch floor shall be no more than one riser below the interior floor level of the dwelling.~~

~~— Appendix A - Section A201 MANUFACTURED HOMES. (Amended)~~

~~— Manufactured Housing Used as Dwellings. A structure, transportable in one or more section, which in the traveling mode is 8 body feet (2438 body mm) or more in width or 40 body feet (12 192 body mm) or more in length, or, when erected on site, is 320 square feet (30m²) or more, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and include the plumbing, heating, air conditioning and electrical systems contained therein. Mobile homes are prohibited as principal or accessory structures for residential use.~~

~~— Appendix B - Section B103 SWIMMING POOLS. (Deleted)~~

~~— Section B105.2 OUTDOOR SWIMMING POOLS (Amended)~~

~~— Refer to Parma Heights Code 1375~~

~~— Appendix I (Added)~~

~~— See Title Five (Other Local Provisions) Parma Heights Ordinances.~~

~~(Ord. 2002-37. Passed 10-15-02; Ord. 2003-9. Passed 4-14-03; Ord. 2003-28. Passed 9-8-03. Ord. 2012-23. Passed 6-11-12; Ord. 2015-40. Passed 11-16-15; Ord. 2017-15. Passed 8-7-17.)~~

1301.99 PENALTY.

(a) Whoever violates or fails to comply with any provision of the Residential Code of Ohio ~~Ohio Residential Code~~ is guilty of a misdemeanor of the first degree and shall be fined not more than one thousand dollars (\$1,000.00) or imprisoned not more than six months, or both, preempting and replacing any less severe penalty provisions in Section

109 of the Residential Code of Ohio. A separate offense shall be deemed committed each day during or on which a violation or non-compliance occurs or continues.

(b) The application of the above penalty shall not be held to prevent the removal of prohibited conditions.

(Ord. 2002-37. Passed 10-15-02.)

ORDINANCE NO. 2023 - 33

AN ORDINANCE AMENDING SECTION 351.13 ENTITLED “PARKING OF COMMERCIAL VEHICLES” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AS AMENDED.

WHEREAS, the Administration is recommending that Section 351.13 of the Parma Heights Codified Ordinances be amended, in part, to prohibit the parking of certain commercial vehicles; and

WHEREAS, this update to the Parma Heights Codified Ordinances regarding the parking of commercial vehicles would allow for more efficient regulation of commercial vehicle storage; and

WHEREAS, this Council desires to adopt the recommendation of the Administration.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Parma Heights, County of Cuyahoga, and State of Ohio:

Section 1: That Section 351.13 of the Codified Ordinances shall be amended, and as amended, shall henceforth read as shown by edits set forth in Exhibit “A”, which is attached hereto and incorporated by reference.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3: That this Ordinance shall take effect and be in force from and after the earliest date provided for by law.

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE S. GALLO

EXHIBIT A

351.13 PARKING OF COMMERCIAL VEHICLES.

(a) No person, operator or owner of a school bus, commercial tractor, agricultural tractor, truck of more than one-half ton capacity, bus, trailer, semitrailer, pole trailer or moving van shall park or permit such vehicle to remain on any street during the period from 60 minutes after sunset until 60 minutes before sunrise or at any other time when there is not sufficient natural light to render discernible persons, vehicles and substantial objects in the street at a distance of 500 feet ahead; ~~unless there has been placed in the street at a point which is approximately the center of the width of such vehicle, at a distance of ten feet in advance of such vehicle and ten feet to the rear of the vehicle, two flares or red electric lanterns, one front and one rear, which may be seen and distinguishable at a distance of 500 feet under normal atmospheric conditions at nighttime.~~

(b) No person shall stand or park a commercial trailer, which is detached from the tractor or other means of locomotion, upon a street, except for the minimum period required in the usual course of business for making a delivery of merchandise or for loading merchandise for delivery.

(c) No person, business, or corporation shall park or leave standing any commercially-plated vehicle that exceeds twenty feet in length, or eight feet in width, or nine feet in height on any residential property within the City for any purpose or length of time other than for the expeditious unloading and delivery; pickup; and/or loading of materials.

In addition to the above restrictions, no person, business, or corporation shall park or leave standing any of the following vehicle types on any residential property within the City for any purpose or length of time other than for the expeditious unloading and delivery; pickup; and/or loading of materials:

- 1) tow trucks;
- 2) flat-bed trucks;
- 3) tractor or semi-tractor trailer trucks;
- 4) stake bed trucks;
- 5) school buses or buses;
- 6) dump trucks exceeding one (1) ton; or
- 7) any vehicle transporting hazardous or flammable materials beyond what would be normally required to propel that type of vehicle.

~~(e) No person shall stand or park a truck with a net weight of over 4,000 pounds, or a commercial tractor, trailer or semitrailer, in a roadway at any time, except for the minimum period required in the usual course of business for making a delivery of merchandise or for unloading merchandise for delivery, in case of emergency or to perform work or maintenance on residential property.~~

(d) No person shall stand or park a commercial tractor or commercial trailer on any private property that has been zoned for residential use, except for the minimum time period that may be

required in the usual course of business for making a delivery of merchandise or for unloading merchandise for delivery.

(e) No person shall park a commercial tractor-trailer or semitrailer on any private property that has been zoned for commercial/office district during the period of 60 minutes after sunset and 60 minutes before sunrise, except for the minimum time period that may be required in the usual course of business for making a delivery of merchandise, or unloading merchandise for delivery, or otherwise conducting the business of the commercial/office located on the premises.

(Ord. 2021-10. Passed 2-22-21.)

RESOLUTION 2023 - 34

**A RESOLUTION AUTHORIZING THE ADMINISTRATION TO DISPOSE OF
OBSOLETE CITY VEHICLES AND EQUIPMENT AT A PUBLIC SALE
THROUGH GOVPLANET/IRONPLANET**

WHEREAS, the Council authorized membership in the National Joint Power Alliance [now known as Sourcewell], a purchasing cooperative in Ordinance No. 2017-3; and

WHEREAS, GovPlanet/IronPlanet is a vendor of the National Joint Power Alliance [now known as Sourcewell]; and

WHEREAS, GovPlanet/IronPlanet will provide the City of Parma Heights with auction services for the disposal of obsolete city vehicles and equipment; and

WHEREAS, the Administration recommends that the vehicles and equipment listed on Exhibit “A” be removed from service as a result of their age and mechanical condition.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Parma Heights, County of Cuyahoga, and State of Ohio:

Section 1: The Administration is authorized and directed to dispose of obsolete city vehicles at a public sale through GovPlanet/IronPlanet, a list of which is described in Exhibit “A”, attached hereto and incorporated by reference.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meeting open to the public, in compliance with the law.

Section 3: That this Resolution shall take effect and be in force from and after the earliest date provided for by law.

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

Exhibit A

SERVICE	2000 CHEVY	PICKUP TRUCK	1GCGK24R8YR214075
SERVICE	2001 DODGE	TRUCK	3B7KF26Z01M548040
SERVICE	2000 CHEVY	DUMP TRUCK	1GBKC34F7YF506292

ORDINANCE NO. 2023 - 35

AN ORDINANCE APPROVING AND AUTHORIZING THE ADMINISTRATION TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PARMA HEIGHTS AND THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC. [PATROLMEN], AND DECLARING AN EMERGENCY

WHEREAS, the parties have tentatively agreed to a Collective Bargaining Agreement, effective January 1, 2023, through July 31, 2025, between the City of Parma Heights and the Fraternal Order of Police, Ohio Labor Council, Inc. [Patrolmen] with respect to terms and conditions of employment of certain employees in the Police Department of the City; and

WHEREAS, the 2021 Collective Bargaining Agreement expired at 11:59 P.M. on December 31, 2021; however, the parties have been operating under the status quo until now.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1: The Collective Bargaining Agreement with the Fraternal Order of Police, Ohio Labor Council, Inc. [Patrolmen] attached hereto and incorporated herein as Exhibit “A”, is adopted, ratified, and approved, and the Administration is authorized and empowered to execute and enter into said Collective Bargaining Agreement for and on behalf of the City of Parma Heights.

Section 2: Resolution No. 2021 – 13, passed, August 9, 2021, is repealed.

Section 3: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 4: This Ordinance is declared to be an emergency measure for the public peace, health, and safety of the Municipality, and for the further reason that the provisions of this Ordinance are immediately required in order to continue the highest possible level of efficiency and service of certain employees in the Police Department of the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

EXHIBIT A

**AGREEMENT
BETWEEN
THE CITY OF PARMA HEIGHTS
AND
THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.
PATROLMEN**



**SERB CASE NO: 2022-MED-07-0695
EFFECTIVE: UPON RATIFICATION
THROUGH: JULY 31, 2025**

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PREAMBLE/PURPOSE

Section 1. Parties. This Agreement is made and entered into by the City of Parma Heights, hereinafter referred to as the “Appointing Authority,” “City,” or as the “Employer,” and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the “Union.”

Section 2. Purpose. In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and efficient operations, this Agreement has as its purpose the following: (1) to comply with the requirements of Chapter 4117 of the Ohio Revised Code; (2) to set forth in its entirety the full and complete understanding and agreements between the parties governing wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein; (3) to promote individual efficiency and improved service to the citizens of the City of Parma Heights; and (4) to provide a basis for adjustment of grievances arising from the application and interpretation of the various specific provisions hereunder adopted.

Section 3. Headings. The Article and Section headings in this Agreement are included only for convenience and reference and will not in any way affect the meaning or interpretation of any provisions in this Agreement.

ARTICLE 1 UNION RECOGNITION

Section 1. Recognition. The Employer recognizes the Union as the sole and exclusive representative for those employees of the Employer in the bargaining unit. Wherever used in this Agreement, the term “bargaining unit” shall be deemed to include only those individuals employed full-time by the City of Parma Heights and holding the classification as full-time Patrolman (1st year, 2nd year, 3rd year, 4th year and 5th year).

Section 2. Excluded. Notwithstanding the provisions of this article, all employees classified as management, confidential, professional, supervisory, part-time, temporary and seasonal employees shall not be included in the bargaining unit. All positions and job titles not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

Section 3. Union Membership List. The City will furnish the Union with a list of all employees 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 2 UNION DUES/CHECK-OFF

Section 1. Membership. The Employer and the Union agree that membership in the Union is available to all employees occupying job titles as has been determined by this Agreement appropriately within the bargaining unit.

Section 2. Union as Sole Representative. The Employer agrees that payroll dues deduction for those employees in the bargaining unit shall be available to the sole and exclusive representative of those employees only, and no other organization shall be granted such rights.

Section 3. Dues Deduction. The Employer agrees to deduct regular Union membership dues once each month from the pay of any employee eligible for membership in the bargaining unit upon the individual employee voluntarily signing a written authorization for dues deduction. Upon receipt of the proper authorization form, the Employer will deduct Union dues from the payroll check for the pay period following the pay period in which the authorization was received. The amount of the deductions shall be designated in writing by the Fraternal Order of Police, Ohio Labor Council, Inc.

Section 4. Indemnification. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article, and the Union 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 hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 5. Discontinuance of Checkoff Deductions. The Employer shall be relieved from making such “check-off” deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed unpaid leave of absence, or (e) revocation of the voluntary check-off authorization in accordance with its terms or with applicable law.

Section 6. Sufficient Wages/Deduction Obligation. The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 7. Deduction Errors/Claims. It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions. If a claim of error is made to the Employer, in writing after the date such error is claimed to have occurred, and it is found an error was made, the error will be corrected at the next pay period that Union dues are normally deducted by deducting the proper amount from the pay of the employee to correct said error. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 8. Termination of Deductions. Each eligible employee's written deduction authorization shall be honored by the Employer unless an eligible employee certifies, in writing, that the check-off authorization has been revoked, at which point the deductions(s) will cease effective the pay period following the pay period in which the written deduction revocation was received by the Employer. If either party is notified of a deduction revocation request, it shall notify the other that such has been received.

Section 9. Remittance of Deductions. The Employer will supply to the FOP, Ohio Labor Council, a list of all employees for whom deductions have been made and it will be transmitted along with the amount of deducted dues to the FOP, Ohio Labor Council, 222 East Town Street, Columbus, Ohio, 43215-4611. Dues shall be paid to the FOP/OLC in the first week of the following month after the deduction has been made.

Section 10. Fair Share Fees/Reinstatement. No “fair share fees” will be withheld from an employee’s pay unless and until the law changes to again permit the withholding of “fair share fees.” If the law changes to again permit the withholding of “fair share fees,” the Union and the City agree to meet within thirty (30) days to bargain over the effects of reinstating “fair share fee” provisions in this Agreement.

ARTICLE 3
MANAGEMENT RIGHTS

Section 1. Except as they are specifically restricted or limited by the express language of this Agreement, the City shall retain all of its inherent rights, as Employer, including but not limited to the following:

- a. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organization structure;
- b. Direct, supervise, evaluate, or hire employees;
- c. Maintain and improve the efficiency and effectiveness of governmental operations;
- d. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted; and to assign and schedule workers in whatever configuration best suits the City’s needs in the area covered by this Agreement;
- e. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
- f. Make any and all rules and regulations except that all rules will be uniformly and impartially applied;
- g. Determine the adequacy of the work force;
- h. Determine the overall mission of the employer as a unit of government;
- i. Effectively manage the work force;
- j. Take actions to carry out the mission of the public employer as a governmental unit.

Section 2. In addition, the Union agrees that all of the functions, rights, powers, responsibilities, and authority of the City, in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provision of this Agreement are, and shall remain, exclusively those of the City.

ARTICLE 4
RULES, REGULATIONS, POLICIES & PROCEDURES

Section 1. The union acknowledges that under this Agreement, the Employer has the right to promulgate and implement new and revised work rules, regulations, policies, and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs. The Employer agrees that, in doing so, no work rule, regulation, policy, or procedure shall conflict with any of the provisions contained herein.

Section 2. Notice/Meeting. Should work rules be established or modified during the term of the agreement, the Employer agrees to provide notice to the union and if requested meet with the Union and discuss said rules at least twenty-one (21) days prior to implementation. This does not prevent the Chief from addressing a matter involving health, safety, or liability through the issuance of an order with less than twenty-one (21) days notice. However, where an order is subsequently implemented in the form of a policy, the twenty-one (21) day notice period and requirements of Section 3 will apply.

Section 3. Distribution/Acknowledgement. All rules established in accordance with Section 2 above shall be circulated among all employees. It shall be the employee's responsibility to read and acknowledge the fact that the rule or regulation, policy or procedure will be read and understood.

Section 4. No work rule, regulation, policy, or procedure will conflict with the terms of this Agreement. If an employee or the Union believes that a conflict exists between this agreement and the rules, regulations, policies and/or procedure it may file a grievance. Said grievance may be filed at Step 2 of the grievance procedure.

ARTICLE 5
PERSONNEL FILES

Section 1. Access. An employee may review his/her personnel file. Said request must be scheduled with the Chief or his/her designee in advance, during normal business hours and will be limited to a maximum of one hour per inspection.

Section 2. Review Timing. An employee may not inspect his/her personnel file while on duty.

Section 3. Employee Complaints/Disposition/Groundless Complaints. The City retains the right to withhold the identity of complainants and other sensitive material from this review. All complaints in an officer's personnel file which are investigated shall be marked with final disposition. If a complaint is not investigated, it shall be so marked. Any record of a complaint against an employee that is determined to be groundless within thirty (30) days will be removed from the employee's personnel file but will be maintained in a separate location.

ARTICLE 6 **INTERNAL INVESTIGATIONS**

Section 1. Union Representation. An employee has the right to the presence and advice of a Union representative and/or a Union attorney, not to exceed two (2) individuals, at all disciplinary hearings, internal investigations, or other employee-employer related matters that may lead to disciplinary action.

Section 2. Garrity Warnings/Order to Answer Questions. Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he/she shall be advised that his/her refusal to answer such questions or participate in such investigation, will be the basis of such a charge.

Section 3. Investigatory Interviews/Employee Interviews. Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Participation in such interviews outside of normal shift hours will be subject to the minimum call-in provision of Article 11, Section 3 of this contract. Notices of and actual interviews will be given at the workplace. Employees shall be informed of the nature of any investigation of himself prior to questioning. If the employee being questioned is, at that time, a witness and not under investigation, that employee shall be so advised. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities.

Section 4. Work Product Review. Prior to being interviewed, an employee who is subject to an Investigatory Interview under Section 3, will be provided the opportunity to review his body cam/dashcam video, his incident report, and supplemental statement(s), if such exists, pertaining to the incident under review.

Section 5. Hearing/Interview Recording. In the course of any disciplinary hearing or internal investigation interview, the affected employee or the FOP/OLC will be permitted to record such matters for their sole use, however, the FOP/OLC will provide a copy for the City upon written request. If either party is recording, they must notify the other party.

Section 6. Polygraphs. In the course of any internal affairs investigation, a polygraph examination or voice stress analyzer examination will be administered only with the consent of the employee under investigation.

Section 7. Complaints. The City will provide an employee with a copy of any complaint at least seventy-two (72) hours in advance of any employment related interview, provided however, the City may refrain from turning over such complaint in the event that the disciplinary incident is also the subject of a pending criminal charge. Complaints made by a civilian that are not in writing and result in disciplinary action against the employee shall be put in writing by a supervisor and will be provided at least seventy-two (72) hour in advance of any employment related interview concerning such. All unfounded civilian complaints shall be kept in a file separate from the employee's personnel file. The City will provide a complete copy of the investigation to the affected employee, at no cost, upon the investigation's completion unless the investigation contains an element of criminal conduct in regard to the affected employee.

ARTICLE 7
NO-STRIKE/NO-LOCKOUT

Section 1. The Union does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the City.

Section 2. In addition, the Union shall cooperate at all times with the City in the continuation of its operations and services and shall actively discourage any attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or withholding of service from the City is prohibited by state statute, not sanctioned by the Union and order all employees to return to work immediately.

Section 3. It is recognized by the parties that the City is responsible for and engaged in activities which are the basis of the health and welfare of its citizens and that any violation of this Article would give rise to irreparable damage to the City and the public at large. Accordingly, it is understood and agreed that in the event of any violation of the Article, the City shall be entitled to seek and to obtain immediate injunctive relief.

Section 4. It is further agreed that any violation of this Section 1 through 3 shall be automatic and sufficient ground for immediate discharge or other disciplinary action as determined solely by the City.

Section 5. The City will not lock out any employee during the term of this Agreement.

ARTICLE 8
NON-DISCRIMINATION

Section 1. Federal/State Discrimination Allegations. The parties recognize and acknowledge that any allegation of discrimination based on a legally protected classification under Federal or State law is processed through external administrative agencies (i.e., EEOC/OCRC).

Section 2. Gender Neutral. Within the provisions of this Agreement, it is the intent of the parties that all references to gender specific terms (e.g., his, he, etc.) be construed to include the opposite sex.

Section 3. Union Membership/Affiliation. The Union and the City agree that membership in the Union is at the option of the employee and that they will not discriminate with respect to representation between members and non-members.

Section 4. Meetings. In the interest of attempting resolve outstanding issues that may arise under this article or would be otherwise appealed to an external administrative agency (i.e. SERB, EEOC, or OCRC), the Employer, the member involved, and appropriate representative may meet in an effort to resolve the alleged violation upon being notified of a potential dispute implicating this subject matter.

ARTICLE 9 **UNION RIGHTS/REPRESENTATION**

Section 1. Union Representatives/Identification. The Union shall have the right to appoint or elect representatives from its membership and such representatives shall be authorized and recognized by the City to represent the union in Employer-Employee related matters. The names of employees so selected shall be certified in writing to the Chief of Police and City. Nothing herein contained shall prevent the Union from utilizing a staff representative and/or a union attorney at any conference or meeting with the Employer except as provided in Article 27, Section 1 of this Agreement.

Section 2. Release Time for Representation Activities. Members designated to represent the Union shall be allowed reasonable time off, without loss of pay, to participate in the following activities:

1. Collective bargaining meetings with the City, if held during a member's regular working hours.
2. Labor/management committee meetings, if held during the member's regular working hours.
3. **Pre-Disciplinary Conferences/Investigatory Interviews.** The FOP Associate, or his/her designee, shall be allowed to accompany a fellow employee where the employee has the right to the presence of an FOP representative.

Section 3. Agreement Copies. The Employer shall provide each member of the bargaining unit with a copy of the Agreement.

ARTICLE 10
RATES OF PAY

Section 1. General Wage Increases. The hourly rates of pay applicable to employees in the classifications covered by this Agreement will be as follows:

Classification	Current		First full pay period following ratification of the Agreement: 2.5% for 2023		First full pay period following 7/1/2023: 2.5%		First full pay period following 1/1/2024: 2.5%	
	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
Patrolman - 5th year	\$33.10	\$68,850.69	\$34.95	\$72,689.14	\$35.82	\$74,506.43	\$36.72	\$76,369.07
Patrolman - 4th year	\$32.39	\$67,378.34	\$34.20	\$71,134.75	\$35.05	\$72,913.15	\$35.93	\$74,736.06
Patrolman - 3rd year	\$28.29	\$58,836.25	\$29.86	\$62,116.29	\$30.61	\$63,669.22	\$31.38	\$65,261.04
Patrolman - 2nd year	\$25.96	\$54,002.10	\$27.41	\$57,012.80	\$28.10	\$58,438.22	\$28.80	\$59,899.22
Patrolman - 1st year	\$23.58	\$49,044.51	\$24.89	\$51,778.69	\$25.52	\$53,073.07	\$26.15	\$54,399.90

Classification	First full pay period following 7/1/2024: 2.5%		First full pay period following 1/1/2025: 2.5%		First full pay period following 7/1/2025: 2.5%	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
Patrolman – 5 th Year	\$37.63	\$78,278.30	\$38.57	\$80,235.17	\$39.54	\$82,241.12
Patrolman – 4 th Year	\$36.83	\$76,604.53	\$37.75	\$78,519.58	\$38.69	\$80,482.48
Patrolman – 3 rd Year	\$32.16	\$66,892.59	\$32.96	\$68,564.91	\$33.79	\$70,279.04
Patrolman – 2 nd Year	\$29.52	\$61,396.61	\$30.26	\$62,931.44	\$31.01	\$64,504.75
Patrolman – 1 st Year	\$26.81	\$55,759.81	\$27.48	\$57,153.82	\$28.16	\$58,582.58

Section 2. Acting Officer in Charge (OIC). When a Patrolman is assigned the duty of “Acting OIC,” said Patrolman shall be paid at the Sergeant’s normal rate of pay for such duty assignment.

Section 3. Bi-weekly Pay/Hourly Rate Calculation/Rank Differential. The above respective sums to be paid bi-weekly in substantially equal installments per year; said hourly rate of compensation being based on 2080 hours of work per year. This section shall not be construed as a guarantee of hours of work nor shall it be construed as a guaranteed annual salary.

Section 4. Emergency Response Allowance. Any Police Officer, who is regularly subject during his/her tour of duty, to respond to public emergency calls, whether said calls are as a member of the uniformed force or as a detective, and whether said calls involve accident investigation, medical emergencies or law enforcement duties, shall be entitled to an emergency response allowance in addition to his/her regular compensation. This compensation shall be paid as follows: six percent (6%) of the minimum yearly straight time earnings set forth in Section 1 herein; payable in two (2) equal installments on the pay days closest to May and November 1 of each calendar year. No employee shall be entitled to said emergency response allowance pay until he/she shall have completed one (1) full year of service. On his/her first anniversary date, each such employee shall receive a prorated amount for the months of service between his/her first anniversary date and the next installment of said allowance. When an employee leaves the Department through

retirement, resignation or termination, the emergency response allowance shall be prorated and the amount paid but unearned shall be deducted from the employee's final paycheck.

Section 5. Shift Differential. Those officers whose normal duty requires work between the hours of 3:00 P.M. and 7:00 A.M. shall be entitled to a shift allowance which shall be paid in addition to the compensation set forth above in Section 1 herein and shall be as follows: a) for hours worked between 3:00 P.M. and 11:00 P.M., a sum equal to \$.30 per hour for all hours falling in the above period; b) For all hours worked between 11:00 P.M. to 7:00 A.M., a sum equal to \$.60 per hour for all hours falling in said period. Those officers working a schedule primarily comprised of twelve (12) hour shifts shall receive an additional \$.45 per hour for all hours worked during the overnight turn.

Section 6. Education Bonus/Eligibility. Each member of the Police Department holding an Associate's Degree or a 4-year degree from an accredited college or university, shall be entitled to a yearly payment of \$200.00, payable in equal amounts of \$100.00 on the pay closest to February 1 and August 1 of each calendar year. However, no member of the Police Department shall be entitled to any education allowance during the period of his/her probation as defined in this Agreement. Any new member of the Police Department completing his/her probationary period after August 1 of any year and prior to the next semi-annual payment date, shall receive an amount equal to the amount of the full months elapsing between the date of completion of such probation and the next semi-annual education allowance payment date.

Section 7. Educational Stipend. Each member shall receive an allowance of \$200.00 (two hundred dollars) each year for educational enrichment. Employees must first enroll in a class and the class must be related to their employment with the City. Employees must show proof of the class and the cost of the class to receive reimbursement. Employees who don't utilize this stipend in any given year shall forfeit such stipend for that year only.

Section 8. Certification Pay. It shall be a condition of employment that all employees have and maintain an Ohio Peace Officer training certificate through OPOTA, and complete all continuing professional training associated with it. Additionally, all officers shall maintain certifications necessary for job proficiency. These certifications may include:

- LEADS – every two years
- OHLEG Security Training – every two years
- Conductive Electrical Weapon – every year
- OPOTA Pistol Qualification – every year
- OPOTA Shotgun Qualification – every year
- OPOTA Patrol Rifle Qualification – every year
- State required mandates CPT – as instructed by the State
- Department requirements – as instructed by the Chief (i.e., procedural justice training, Autism Training, Dealing with people in crises, etc.)
- CPR/First Aid – every two years
- Tourniquet deployment
- Ordinance changes
 - Ex: U-Turn 331.12

- State Law Changes
 - Ex: No front plate law; Expired license plates/driver’s license moratorium
- Case Law Updates
 - Ex: State of Ohio v. Turner – touching line does not equal a marked lanes violation
- Renewal certifications (if applicable)
 - ALICE instructor – every two years
 - Armorers (rifle/shotgun) – every five years
 - Firearms instructor – every three years

Effective January 1, 2021, officers who maintained their Ohio Peace Officer training certificate, and above proficiencies in the previous year shall be paid \$1,500.00 on the first pay in January following each year such certification was maintained.

Section 9. Lateral Hire & Wage Schedule Administration. Bargaining unit members will advance through the wage schedule following each time-based step/anniversary date of employment as a Police Officer with the Employer. At the discretion of the Chief, a newly hired lateral employee may be placed at an elevated to a wage step commensurate with such employee’s prior certifiable experience as a certified peace officer, special skills, and/or licensure qualifications. The step placement shall be made at the sole and exclusive discretion of the Chief, however, under no circumstances shall a lateral upon hire be placed above the Patrolman Third Year step wage rate. The Chief shall notify the FOP/OLC of the name, step rate of pay, and date of hire for each newly hired employee. Following placement at an advanced step, the member would be entitled to movement to the next step after serving one (1) year in that step. Additionally, placement on the wage schedule does not apply to seniority or any other contractual benefits.

ARTICLE 11

DUTY HOURS AND OVERTIME

Section 1. Work Schedules/Shifts. The regular members of the Police Department shall be required to serve on a regular police duty as directed by the Mayor and as scheduled for each scheduled period. The schedule period shall be established on the basis that each officer shall serve 160 hours, for each schedule cycle/period of twenty-eight (28) days duration. During each applicable work cycle, shifts will be scheduled in increments of eight (8), ten (10), or twelve (12) hours. Ten (10) hour shifts will only be used in conjunction with a 12-hour shift schedule unless dictated by training needs determined by the Employer. Ten (10) hour shifts will not be considered as the primary shift increment and will not be used outside of the parameters listed in this section. No officer shall be required to remain on regular duty for more than 16 consecutive hours, unless he/she is called upon by the Mayor to respond to an emergency.

Section 2. Contractual Overtime Pay. Compensation for overtime as defined in this section shall be calculated by multiplying the officers’ normal hourly rate of pay by one and one-half (1.5) times the employee’s regular hourly rate for the number of hours or fraction thereof worked in the performance of such duties in excess of his designated work shift or 160 hours for each scheduled period of 28 days; however, overtime shall not be paid for twice. For purpose of this section, hours

paid for vacation, holidays, compensatory time, and sick leave shall be calculated as time actually worked.

Section 3. Minimum Call-In. When a Police Officer, not on duty, is called in to perform official Police duties prior to his/her scheduled work shift, that officer shall be compensated at the officer's overtime rate of pay for all hours worked on such call-in, but shall not receive overtime pay for less than two (2) hours for the call in. When a Police Officer, not on duty, is called in to perform official duties for a period of time that does not extend into his/her next regularly scheduled work shift, that officer shall be compensated at the officer's overtime rate, at a minimum of four (4) hours.

It is understood and agreed that a call-in at any time whose sole purpose is to sign court documents, shall entitle such officer a minimum of two (2) hours. Official duties or official police duties shall include all duties performed by employees for the Department. The four (4) hour minimum pay stated herein covers all calls during the same four (4) hour callout period. Additional call backs during the four (4) hour period, where an employee has been released from the initial call back assignment, will be compensated with an additional two (2) hours, to be added to the initial four (4) hours.

Section 4. Call-in Compensation for Middle Four-Hours of a Twelve-Hour Shift. Call-in for the middle four (4) hours to fill a scheduled 12-hour shift, as described in Section 3 of Article 13, to maintain the minimum manpower as prescribed by the Chief shall be paid at two (2) times the hourly rate for those hours actually worked. This section does not apply to call-ins for extra duty (e.g. prisoner watch, warrant pickup, etc.) which are covered in Section 3 herein.

Section 5. Court Time/Minimum. Court appearance shall be paid at the officer's overtime rate of pay for all hours involved in the court appearance, but the officer shall not receive less than three (3) hours overtime rate of pay for the court appearance. This provision shall not apply if the court appearance shall occur during an officer's normal tour of duty.

Section 6. Overtime Distribution. The Chief of Police shall maintain a policy that will provide for distribution of overtime among members of the bargaining unit, ranks, shifts, and/or classifications. Such policy shall govern overtime procedures and shall be considered a function of management to administer, alter, and modify. The Employer agrees that both the original policy, and any change in the policy during the course of this Agreement will occur after input is received from the Union via the Labor Management Committee. The Union may appeal changes to the policy through the Mayor's step of the grievance procedure if it believes the changes are unreasonable, but no further.

ARTICLE 12 **COMPENSATORY TIME**

Section 1. Compensatory Time/Minimum Increments for Use. At the option of each officer compensatory hours may be accumulated in lieu of compensation up to a maximum of three

hundred (300) hours. Said hours will be accumulated at one and one-half (1.5) hours banked for each overtime hour (or fraction thereof) worked and not compensated. Officers may utilize said bank of overtime hours with the prior approval of the Chief, or his designee in increments of not less than two (2) hours unless the Chief, or his designee, in his sole discretion, determines some lesser time is appropriate.

Section 2. Compensatory Time/Limitations/Request Procedure. Employees will not utilize comp time or holidays during declared emergency situations or when special events or circumstances would dictate scheduling additional officers on any particular day, as determined by the officer in charge. No compensatory time off may be utilized Christmas Eve, Christmas Day, New Year's Eve, or New Year's Day. Officers shall be able to utilize their bank of compensatory time in accordance with the following: Only one member per shift may exercise the use of comp time if it creates overtime. Comp time use that will create the need for overtime fill-in must be requested at least twenty-four (24) hours in advance; the twenty-four (24) hour advance notice will be waived if the employee is able to secure his/her own replacement. Except as otherwise specifically restricted by this Agreement, the Employer retains all its rights to manage the use and administration of compensatory time under federal law.

Section 3. Compensatory Time Payout. All compensatory time banked must be utilized by December 1, with the exception of a maximum of 200 hours, which may be carried over to the next calendar year. Any unused time exceeding 200 hours will be paid in cash by multiplying such hours remaining times the officer's normal hourly rate of pay. The payout of compensatory time remaining unused after 12/1 after any mandatory payout may be requested by the officer; and such requested time shall be paid in cash by multiplying the hours by the officer's normal hourly rate of pay. Officers may request a payout of compensatory time without limit and at any time throughout the year. Requests for compensatory time payouts must occur at least twenty-eight (28) days after that said compensatory time was earned and at minimum two (2) weeks prior the payment of the compensatory time.

Section 4. Twelve-Hour Shift Schedule Administration. In consideration of the transition and implementation of twelve (12) hour patrol shifts and the impact on members duty assignments, the Employer shall provide each member with seven (7) hours of compensatory time added to each member's comp time bank for each month of service.

ARTICLE 13 **SHIFT SELECTION/BIDDING/ASSIGNMENT**

Section 1. Designation of Available Bids/Bid Posting-Selection/Bid Adjustment. The Employer will continue establishing those platoon and shifts available for bid by unit members and members will be permitted to exercise their seniority to select platoon and shift preference. The bidding procedure does not apply to the Investigative Unit or designated special assignment positions, e.g., SEB, FTO, K-9 or SRO, however, an alternate bidding procedure may apply. Additionally, although in-grade seniority generally will govern platoon and shift selection, the Employer reserves the right to deviate from this criterion when it determines that a potential

articulable employment safety or liability issue exists and limited to the duration of an on-going safety or liability issue (e.g., hostile work environment, sexual harassment, racial discrimination, and/or other forms of discrimination) or to limit the concentration of assigned members assigned to a specialized unit of any particular platoon or shift to avoid disruption of patrol shift staffing due to other operational need connected to the specialized unit. Should the Chief deviate from this bid procedure for specialized unit members, where multiple members assigned to the specialized unit are affected, they shall bid against each other by departmental seniority on the available platoons and shifts.

In the event that the Employer determines that a safety or liability adjustment is necessary, it shall notify the union, meet to discuss the matter, and review options for addressing the adjustment, including the potential for a rebid, prior to making any adjustment. If the parties cannot agree in making an adjustment, the parties agree to engage in mediation using FMCS.

Section 2. Shift Bidding/Procedure. All bargaining unit members that have completed two (2) years of service with the City of Parma Heights Police Department as a sworn full-time police officer shall be allowed to select their platoon and shift annually; platoon and shift selections will be based on time in grade seniority with the most senior officer of that rank having priority choice.

Section 3. Platoon/Shift Bidding/Schedules. The following parameters shall apply to platoon and shifts and schedules: (1) platoon and shift selections will be based on a two (2) shift per day system. The bid day platoon and shift shall commence between 05:30 and 07:30 hours, and the bid overnight platoon and shift shall commence between 17:30 and 19:30 hours. The initial platoon and shift will be set at 07:00 to 19:00 hrs.; 19:00 hrs. to 07:00 hrs. The eight (8) or ten (10) hour shifts for day shift/platoon shall commence between the hours of 08:00 and 09:00 hours. The eight (8) or ten (10) hour shifts for overnight shift/platoon shall end between the hours of 04:00 and 05:00 hours. Any eight (8) hour or ten (10) hour shifts will be worked within those hours unless adjusted for training. An officer may request to deviate from the start and end times of their eight (8) or ten (10) hours shifts only with prior approval from the Chief and/or his or her designee and given it does not create overtime. The Employer may exercise the use of eight (8) hour or ten (10) hour shifts for training. Any eight (8) hour or ten (10) hour shifts not scheduled for training, shall be bid on by officers in order of platoon seniority no less than twenty-eight (28) days in advance of the start of the one hundred sixty (160) hour working period. The schedule to include the eight (8) hour or ten (10) hour shifts will be posted no less than fourteen (14) days in advance of the one hundred sixty (160) hour working period. Personnel assigned in the Investigative Unit will be assigned to an eight (8) hour shift and not be subject to the bid process as it relates to the Investigative Unit or special assignments, however, they shall bid on a platoon and shift annually.

Within thirty (30) days of ratification of the Agreement, the Employer shall establish a thirty (30) day bid period prior to implementing the twelve (12) hour patrol platoon and shift schedule. In order to provide operational flexibility with the new twelve-hour system, the parties agree to meet in August, and December of 2023 and April of 2024 to review any potential adjustment of work

hours and or alternate scheduling systems. Any adjustments to the start times of work hours made by the Employer, after meeting with the Union, shall not extend beyond the hours of 05:30 hours to 07:30 hours for day shift, and 17:30 hours to 19:30 hours for night shift. If a mutual agreement cannot be reached between the parties, the start times will default to the initial shift time of 07:00 to 19:00 hrs. and 19:00 hrs. to 07:00 hrs.

Section 4. Shift Bidding/Timing. The shift selections will take place between October 15th and November 15th of each year, and platoon and shift selections resulting in a move from the Investigative Unit/Special Assignment to the Patrol Unit must notify the Chief by September 15 of each year. The shift selection shall be effective with the first schedule of the new year. There will be only one bid process per year, unless a rebid is conducted based on Section 1.

Section 5. Shift Bidding/Mid-Year Patrol Vacancies. Should a vacancy occur on a Uniform Patrol Shift, and the City chooses to fill such vacancy, another member may choose to be moved to the affected shift (such move may not be made if the vacancy occurs less than 90 days prior to the October 15 shift selection process). Should multiple members choose to be moved, the most senior member shall be moved. If no member chooses to fill the affected shift, then the Chief will assign the newly appointed member to that vacancy. If there is no newly appointed member to fill the vacancy, then the Chief may move the member with the least time in grade seniority. This move will remain permanent until a new member in the affected rank is added, or a new bid process occurs. If a new member is added, the affected officer may choose to return to their original assignment.

Section 6. Operational Emergency. In the event of an operational emergency, or in the event a new unit created, the Chief may fill a shift opening by the method described previously herein or the Chief may transfer an officer from the bidded position, pursuant to the following procedure. The Chief will be required to submit in writing to the affected officer and the FOP/OLC the following: 1) the event which has necessitated the transfer, 2) the reason why that specific officer is being transferred, and 3) an explanation stating why other options are not viable.

Section 7. Creation of New Unit. When a new, special assignment is created, or a position within a special assignment is available, a description of the assignment will be posted for a minimum of seven (7) calendar days giving all eligible employees the opportunity to bid, in writing, for the assignment.

ARTICLE 14 **UNIFORM ALLOWANCE**

Section 1. Annual Allowance. Each regular full-time bargaining unit member shall be entitled to a uniform allowance of one thousand dollars (\$1,000) yearly payable in equal amounts of five hundred dollars (\$500) on the closest pay to February 1 and August 1 of each calendar year. No member of the Police Department shall be entitled to a uniform allowance during the period of probation as defined in this Agreement. Any new member of the Police Department completing their probationary period after August 1 or February 1 of any six (6) month period and prior to the

next semi-annual payment date, shall receive an amount equal to the amount of the semi-annual payment divided by six (6) and multiplied by the number of full months elapsing between the date of completion of such probation and the next semi-annual uniform allowance payment date.

Section 2. Initial Uniform Compliment. Each newly hired member of the Police Department will be furnished at the City's expense, new uniforms, and leather gear and safety equipment in accordance with Exhibit "A" attached hereto.

Section 3. Replacement/Changed Uniforms. All contaminated uniforms rendered unusable with bodily fluids or by damage (not regular wear-and-tear) shall be replaced at the City's expense. In the event that the City requires any changes in uniforms, leather gear or safety equipment, the City will furnish all officers, at its expense, the first issue of said newly required uniforms, leather gear or safety equipment.

Section 4. Body Armor. In addition, the City will furnish, up to a maximum expense of one thousand four hundred fifty dollars (\$1,450) soft-body armor replacements that comply with NIJ Ballistic Resistance Standard-0101.06 to all officers no later than the expiration date cited by the manufacturer.

Section 5. Safety Equipment Maintenance Allowance. In order to assist the members of the Police Department in maintaining and replacing leather gear and safety equipment required for use while on duty, the City agrees to pay a safety equipment maintenance allowance of one thousand seven hundred fifty (\$1,750) per year payable in equal amounts of eight hundred seventy-five (\$875) on the closest pay to February 1 and August 1 of each calendar year. Members of the Police Department shall not be entitled to a maintenance allowance during the period of their probation as defined in this Agreement. Any new member of the Police Department completing his/her probationary period after August 1 or February 1 of any six (6) month period and prior to the next semi-annual payment date, shall receive an amount equal to the amount of the semi-annual payment divided by six (6) and multiplied by the number of full months elapsing between the date of completion of such probation and the next semi-annual maintenance allowance payment date.

Section 6. Allowance Amounts. The parties acknowledge that the variance in amounts in Sections 1 and 5 are due to a bump in rank differential received by the rank unit of one-half percent (0.5%) previously.

ARTICLE 15 **INSURANCE**

Section 1. Insurance - Medical. Each regular, full-time employee of the Police Department shall, after one (1) month of such full-time service, be entitled to health insurance provided by the City. Employees shall pay the following amounts:

Effective January 1, 2021

Tier	80/20	90/10
EE	\$ -	8%, capped at \$61.76
EE+SP	\$ -	8% capped at \$129.78
EE+CHR	\$ -	8% capped at \$105.06
FAM	\$ -	8% capped at \$182.30

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

With Incentive

Tier	80/20	90/10
EE	\$ -	\$31.76
EE+SP	\$ -	\$99.78
EE+CHR	\$ -	\$75.06
FAM	\$ -	\$152.30

Section 2. Insurance-Group Life. Each regular full-time employee of the Police Department shall, after one (1) year of such full-time service, be entitled to fully paid Group Life Insurance in the amount of \$25,000.

Section 3. High Deductible Health Plan (HDHP) and Health Savings Account (HSA). The employer may offer additional options for High Deductible Health Plan (HDHP) participation that may include City provided funding in the form of a Health Savings Account (HSA) or Health Reimbursement Account (HRA). The Employer will provide a summary of HSA or HRA funding available during the annual open enrollment period for any offered HDHPs.

ARTICLE 16
VACATIONS

Section 1. Annual Vacation. Each regular, full-time member of the Police Department shall be entitled to the following annual vacation benefits, based on the length of continuous employment:

- a. Eighty (80) hours of vacation with pay at the end of one (1) year full-time active duty;
- b. One hundred twenty (120) hours of vacation with pay at the end of five (5) years full-time active duty;
- c. One hundred sixty (160) hours of vacation with pay at the end of ten (10) years full-time active duty;
- d. Two hundred (200) hours of vacation with pay at the end of fifteen (15) years full-time active duty;

- e. Two hundred forty (240) hours of vacation with pay at the end of twenty (20) years full-time active duty.

Section 2. Mandatory Use/Scheduling. Vacation shall be earned as of January 1st of each year and shall be taken by the employee in the calendar year in which it is earned, provided, however, that when an employee has an anniversary of employment in a calendar year which would entitle the employee to receive an additional increment of vacation, the employee shall be entitled to observe the additional increment of vacation in the twelve (12) month period measured from the anniversary

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

ARTICLE 17
HOLIDAYS

Section 1. Each regular full-time employee of the Police Department shall be entitled to the following fourteen (14) paid holidays. Compensation for working on a holiday shall be calculated by multiplying the rate of pay in Article 10, Section 1 of this Agreement with the chart below:

TRADITIONAL ("MAJOR") HOLIDAYS	Regular Rate	Overtime Rate
(1) New Year’s Day	1.5 x hourly rate	2.0 x hourly rate
(2) Memorial Day	1.5 x hourly rate	2.0 x hourly rate
(3) Independence Day	1.5 x hourly rate	2.0 x hourly rate
(4) Labor Day	1.5 x hourly rate	2.0 x hourly rate
(5) Thanksgiving Day	1.5 x hourly rate	2.0 x hourly rate
(6) Christmas Day	2.0 x hourly rate	3.0 x hourly rate

NON-TRADITIONAL ("FLOATING") HOLIDAYS	Regular Rate	Overtime Rate
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(1) Martin Luther King Day (2) Presidents' Day (3) Columbus Day (4) Juneteenth (5) Veterans' Day (6) (7) (8) Three Floating Holidays	1.0 x hourly rate	1.5 x hourly rate
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Section 2. Holiday Time Scheduling/Use. Any holiday hours taken outside of those days listed in this Article shall be used in accordance to department policy and procedure in regards to manpower, safety, seniority, and timeframe requirements.

Section 3. Holiday Time Payout at Separation/Proration. Any employee whose employment with the department is ended for any reason shall be compensated for any holidays earned up to the point of separation.

ARTICLE 18
LONGEVITY PAY

Section 1. Additional compensation for continuous, full-time employment, which shall be entitled “Longevity Pay,” which shall be paid for each calendar year at the first pay period in December of that calendar year. The rate of longevity pay to which an employee shall be entitled in any calendar year shall be computed in accordance with the following schedule:

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

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

ARTICLE 19
JURY DUTY COMPENSATION

Section 1. Each regular, full-time employee of the Police Department shall, if called for Jury Duty, receive their regular compensation during the time spent in the capacity as jurors less the amount paid them by the court of such duty as jurors.

ARTICLE 20
SICK LEAVE

Section 1. Accrual/Maximum Accumulation. Each regular full-time employee of the Police Department shall be entitled to 4.6 hours of sick leave for every eighty (80) hours of regularly scheduled employment. Unused sick leave shall be cumulative up to a maximum total of one thousand seven hundred and fifty (1,750) hours.

Section 2. Documentation. Payment for sick leave, at the rate of one (1) hour for every hour of sick leave absence, shall be made only when approved by the Director of Public Safety, who may require the employee to furnish a satisfactory, written, signed statement to justify the use of sick leave, and in the case of sick leave absence in excess of three (3) days, shall require certification as to the nature of illness or injury from the employee's licensed medical practitioner.

Section 3. Service-Connected Injuries. Absences due to service-connected injuries will not be charged against employee's accumulated sick leave so long as it does not exceed the prognosis as to employee's ability to return to employment after the exhaustion of his IOD entitlement (see Article 21, Injury on Duty Leave, Section 1). Once employee has returned to assume normal duties, following absence due to service-connected injury, subsequent absences, alleged as being due to service-connected injury, will be charged against employee's accumulated sick leave unless excused by employee's attending physician's and/or an Employer designed appropriately qualified medical practitioner. In case of disagreement between physicians, the certification of a third (3rd) physician will be required.

Section 4. Fitness for Duty Examinations. The Department will maintain a policy in accordance with Federal, State and local laws. Any changes to said policy by the City will be first brought to the attention of the Union.

Section 5. Funeral Leave. An employee may use a portion of his/her accumulated sick leave for funeral arrangements and services for his/her spouse, child, parents, mother-in-law, father-in-law, grandparents, grandparents-in-law, sister, brother, sister-in-law, brother-in-law, grandchildren, stepparent, step-sister, step-brother, aunt, uncle, cousin, niece, and nephew. Funeral leave so utilized shall not be so charged as to reduce employee's sick leave incentive.

Section 6. Non-Use of Sick Leave Incentive Payment. Police Department employees shall be paid an incentive for conservation of annual sick leave allowances as follows:

Unused Sick	Incentive
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<u>Leave Hours</u>	<u>Payment-Hours</u>
120	30 Hrs.
110	28 Hrs.
100	26 Hrs.
90	24 Hrs.
80	22 Hrs.
70	20 Hrs.
60	18 Hrs.
50	16 Hrs.
40	14 Hrs.
30	12 Hrs.
20	10 Hrs.
Less than 20	0-

Hourly rate to be paid will be that in effect as of December 31st in the year in which the sick leave hours are accumulated. The hourly rate as defined for purposes of calculating the sick leave conservation payment shall be the total of the officer's annual rate of pay as defined in Article 10 and the employee's longevity payment for that year divided by 2080 hours. Payment is to be made concurrent with the second payroll of February following the year in which sick leave days were accumulated. Such incentive will in no way diminish an employee's sick leave accumulation.

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

Section 7. Sick Leave Severance Payment. At the time of retirement from active duty with the City with ten (10) or more years of full-time service with the City or death of the employee, the employee, or the employee's estate, will be paid in cash for (60%) of the value of his/her accrued, but unused, sick leave credit. Such payment shall be based on the employee's rate of pay at time of retirement or death. (Retirement to be as defined in Police and Fireman's Disability and Pension Fund Regulations.) Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. The maximum payment which may be made shall be (60%) of one thousand two hundred (1,200) hours. The formula for computation shall be:

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

(Note: Annual rate of pay shall be defined as the total of the employee's annual base pay rate as defined in Article 10, Section 1 and the employee's longevity payment for that calendar year.)

An employee having less than ten (10) years of full-time service with the City of Parma Heights Police Department shall also be permitted to convert, upon retirement from active duty, his unused accumulated sick leave under the above formula but conversion shall be limited to only that time earned with the City of Parma Heights, not to exceed one thousand two hundred (1,200) hours.

Section 8. Personal Time. Employees with accumulated sick leave may use one hundred and four (104) hours of such leave as “personal health” days per calendar year at the discretion of the employee to be charged against accumulated sick leave. Such personal health hours shall be used in minimum increments of one (1) hour and may not be used if it incurs overtime, unless otherwise approved by the Chief of Police. “Personal health” days so utilized shall not be so charged as to reduce the employee’s sick leave incentive.

Section 9. Abuse of Sick Leave. The City will maintain a policy regarding the abuse of sick time usage. Any discipline stemming said abuse will be in accordance with the bargaining Agreement. If the City contemplates any change to the policy, the City will meet with the Union.

ARTICLE 21 **ON DUTY INJURY LEAVE**

Section 1. Amount/Procedure. Whenever an Employee is injured while on duty, the Employee is entitled to a maximum of two hundred seventy (270) calendar days of on duty injury leave pay from the date of injury provided the Employee reports such injury to the Chief, Captain, or Shift Supervisor during or by the end of the shift during which the injury occurred or no later than seventy-two (72) hours after the end of the Employee’s shift by completing an OSHA 101 form; it will be the responsibility of the Chief, a Captain or a Shift Supervisor to whom the injury was reported to file the form.

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

B. **Medical Examination/Release.** At all times, the Employee retains the right to seek a medical examination from a medical doctor of their choosing. Medical evidence shall be provided in writing to the Employer within a reasonable period (no more than fourteen [14] days after the Employee has reported the injury to a medical provider as detailed in Section 1) by the Employee’s treating medical doctor, establishing: (a) the cause and nature of the injury; (b) the extent of the injury; (c) the likelihood of the term disability; (d) the medical

probability of full recovery and eventual return to work. In addition, the Employee's medical doctor shall complete and submit to the Employer a BWC Medco-14 Physician's Report of Work Ability form within 14-days of seeking medical attention. Forms will be available at the Personnel Office and the Police Department. After the initial filing of the workability report, such workability reports will be required to be submitted to the Personnel Office no less than once every thirty (30) days. In order for the Employee to remain on on-duty injury leave, the Employee's physician must complete the BWC Medco-14 form in its entirety. In the event the BWC Medco-14 form is received by the Personnel Office in an incomplete manner, the Personnel Office will contact the injured Employee instructing him to take the form back to the doctor for completion. The injured Employee will have two (2) working days from the point of being contacted by the Personnel Office to return the completed form to the Personnel Office.

- C. **Follow Up Inquiries to Providers.** Only the Personnel Director, on behalf of the City, and the City's BWC Third Party Administrator, shall make inquiries to the Employee's medical doctor or the BWC representatives and MCO in regard to the Employee's injury or status. The Employee may review all records concerning correspondence between the City, the medical doctors, and the Ohio Bureau of Workers' Compensation representatives and MCO, which are maintained in the personnel office, relating to the Employee's injury.
- D. **Second Medical Opinions.** At any time, the City may request a medical opinion by a City appointed medical doctor who practices in the Employee's type of injury. In the event that there is a disagreement between the City's medical doctor and the Employee's medical doctor regarding the Employee's ability to work due to the injury, return to work status, or light duty eligibility, the certification of a third medical doctor is required. The City shall select a third medical doctor from a list of BWC physicians certified to practice in the Employee's type of injury; said list to be mutually agreed upon between the City and Union. The third medical opinion shall be a final and binding decision as it relates to this section.
- E. **Maximum Leave/Extension.** An approved absence due to injury on the job will not extend beyond two hundred seventy (270) calendar days. If necessary, an injured Employee may petition the On Duty Injury Review Board for an extension of the on-duty injury leave. Such extension, while made at the sole discretion of the On Duty Injury Review Board, shall not be unreasonably denied. The On Duty Injury Review Board shall be comprised of two members representing the City, two Union Local members representing the injured Employee, and an Arbitrator. The Arbitrator shall be selected from a panel to be provided by the Federal Mediator and Conciliation Service or SERB. The Arbitrator shall be present during deliberation of the Board and shall render a binding decision upon the parties in the event of a deadlock between the City and the Union Local members of the Board. The cost of the Arbitrator shall be shared equally by the City and the Union. If an Employee exhausts the on-duty injury leave as described in this section, the Employee will be required to utilize any available sick leave, other available paid leave, and further retains the right to seek wage continuation benefits available through the Ohio Bureau of Workers' Compensation and other benefits.

- F. **Secondary Employment.** The Employee is not entitled to collect on duty injury pay under this section while employed by an employer other than the City of Parma Heights unless the Employee is on Light-Duty assignment, in which case, Section 8 of the Light-Duty Assignments Article will apply.
- G. **Denial of Injury Leave Benefits.** If an employee is denied on duty injury leave benefits under this Article, the Employee retains the right to seek wage continuation benefits through the Ohio Bureau of Workers' Compensation.
- H. **Non-Reimbursed Medical Expenses.** All medical expenses incurred due to requirements of the City mandated examinations and certifications as indicated in Section 2 of this Article will be the burden of the City if not paid by Ohio BWC or the City furnished medical plan. In addition, medical costs associated with efforts to amend the injury as originally approved by the Ohio BWC will not be paid by the City.
- I. **Exhaustion of ODI Benefits.** An employee who exhausts all ODI leave under this article and has applied for wage continuation benefits through the Ohio BWC shall be eligible to receive coverage under the City Medical Insurance under the following conditions:
- The employee shall file for a disability retirement through the Police & Fireman's Disability & Pension Board within 30 days of the date at which ODI leave is exhausted. Such proof of filing shall be submitted to the City Finance Director.
 - Continuation of medical coverage shall be available for a period of up to nine (9) months from the date upon which ODI leave is exhausted or until wage continuation with the BWC or Disability Pension is ruled upon, whichever is later.

Section 2. LIGHT-DUTY ASSIGNMENTS.

- A. **Designation of Light Duty Assignments.** The City reserves the right, at its sole discretion to assign an Employee to light-duty status consistent with the medical certification contained within the BWC Medco-14 Work Ability Report. The Police Chief will determine light-duty functions to be incorporated into the Light-Duty Assignment Certification Form, which will be attached to and submitted with the BWC Medco-14 form to the medical doctor to assist the doctor in certifying eligibility for light-duty status. Light-duty assignments shall be made in writing to the Employee.
- B. **Review of Light Duty.** In the event that there is a conflict between the Employee's medical doctor and the City's medical doctor regarding medically appropriate assignments, a third medical doctor specializing in the injury will determine the Employee's physical ability. Said third medical doctor shall be selected from a mutually agreed upon list pursuant to the selection process outlined in Section 4 of the On Duty Injury Leave Article.
- C. **Light Duty Restrictions/Parameters.** It is expected by the City that work ability forms will only be compiled by the medical doctor based on a current medical examination of the

injured Employee. The Employee shall receive a copy of all forms generated from such examinations.

- D. **Light Duty Scheduling.** The Employee shall, at the option of the Chief of Police, be scheduled for light-duty assignment either on his regularly scheduled shift or on day shift, Monday through Friday. The Police Chief will assign the specific light duty activities consistent with the Light Assignment Duties Certification. The injured employee will not count toward minimum manning until returned to full duty. Light duty assignment will be available during the period of on duty injury leave and extension when granted by the Medical Review Board.
- E. **Medical Appointments During Light Duty Periods.** The employee shall be permitted to schedule physical therapy appointments and to carry-out physical therapy workouts at the Police Station while on the light duty assignment. Scheduling such therapy rehabilitation activities shall be coordinated with the Police Chief.
- F. **Vacation/Holiday Benefits while on Light Duty.** While on light-duty status the employee may take or bank scheduled holiday or vacation time that occurs during the period of light-duty assignment. Use of such vacation time shall cause the 270-day on duty injury leave period to be extended by a number of days equal to the number of vacation days but not to exceed one week. Vacation time taken in excess of one week shall count as part of the 270-day on duty injury leave period.
- G. **Refusal to Accept Light Duty.** Failure of the Employee to accept the light-duty status on the date specified will cause the on-duty injury leave to terminate. Injury leave subsequent to such refusal to accept a light-duty assignment will be charged against the Employee's accrued personal leave time except the order in which this time will be charged will be at the Employee's preference. (Note: this means that the Employee may designate his accumulated sick time be charged before his vacation, holiday or comp time leave is charged, as an example.)
- H. **Review of Light Duty.** While on light-duty assignment the Employee may be employed by an employer other than the City, provided such employment is consistent with his/her medical certification and provided such light-duty assignment does not exceed thirty (30) calendar days. If such light-duty assignment exceeds thirty (30) calendar days, Section 1 F. of the On Duty Injury Leave Article shall apply.

ARTICLE 22

PROBATIONARY PERIOD

Section 1. New employees will be considered to be on employment probation for a period of eighteen (18) months from the last date of hire. During the probationary period, discharge or suspension by the City shall not be subject to the grievance procedure.

ARTICLE 23
SENIORITY

Section 1. Accrual. Seniority shall accrue to all employees in accordance with the provisions of this Agreement. Employees shall be entitled to exercise their seniority rights in accordance with only the specific terms and conditions of this Agreement but shall have no seniority credit during the applicable probationary period set forth in Article 22, Probationary Period. Upon completion of probation, seniority shall be credited retroactive to the last date of hire. The parties agree that in applying lateral transfer credit to an employee, such credit shall not be given for the purposes of seniority service credit. Lateral credit for benefits and/or wage steps will be governed by the specific terms elsewhere in the Agreement addressing such benefit.

Section 2. Seniority Defined. Seniority shall be defined as follows:

- A. **Total Seniority.** “Total seniority” shall be defined as an employee’s total length of uninterrupted continuous full-time service with the Employer.
- B. **Classification/Bargaining Unit Seniority.** “Classification seniority” and “Bargaining Unit Seniority” shall be defined as an employee’s total length of uninterrupted continuous full-time service within the rank of Patrolman with the Parma Heights Police Department. Classification or Bargaining Unit Seniority shall not be broken where the Employee is demoted and fails to complete the probationary period in a promoted rank.

Additionally, classification and bargaining unit seniority shall not be broken in a situation where an employee is demoted during a reduction in force and he shall be credited with his classification / bargaining unit seniority to include all time spent in the promoted rank prior to the reduction.

- C. **Departmental Seniority.** Department seniority shall be defined as an employee’s total length of uninterrupted continuous as a full-time service as a sworn police officer with the City of Parma Heights Police Department, regardless of rank.

Section 3. Breaks in Seniority. Continuous service and seniority shall be broken when an employee:

- A. Quits, resigns, or retires; However, if an employee leaves employment and within twelve (12) months is rehired by the Employer, he shall be credited upon rehire with all seniority credit earned prior to leaving, which shall be added to his time earned upon return, excluding time not employed by the City;
- B. Is discharged for just cause;
- C. Is laid-off for thirty-six (36) consecutive months;
- D. Fails to report to work within ten (10) calendar days when recalled from lay-off by certified mail addressed to the employee’s last known address as shown on City records; and

- E. Departure from a bargaining unit position due to promotion for a period of six (6) months, in which case classification/bargaining unit seniority is preserved and held in abeyance. If the employee subsequently returns to the unit as a voluntary or disciplinary demotion, he shall receive credit for such preserved seniority, excluding seniority earned in the higher classification, following return to the unit. If the employee subsequently returns to the unit due to a reduction in force, however, his classification/bargaining seniority shall be his department seniority upon re-entry into the unit.

ARTICLE 24 **LAYOFF AND RECALL**

Section 1. Preemption. It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force/layoff may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328, 124.37, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the City of Parma Heights Civil Service Commission governing work force reductions.

Section 2. Procedure/Reduction in Promoted Ranks. When it becomes necessary in the Police Department, through lack of work or funds, or for causes other than those outlined in Section 124.37 of the Revised Code, to reduce the force in such department, the youngest employee in point of service shall be first laid off. Such reduction in force shall not occur unless and until all part-time, seasonal, auxiliary, and temporary police officers within the affected job classification/rank have been laid off. In the event of a reduction, members will be laid off in order of classification/rank seniority (i.e., time in grade) within the affected classification/rank, with the least senior member being laid off first. When a position above the rank of patrolman is subject to reduction, the affected officer shall be demoted to the next lower rank where he would have his time in grade in the rank that he was demoted from aggregated with his time in rank for the rank into which he displaces to determine his applicable seniority rights, with the least senior member based on time in grade being displaced. A member displaced from the rank immediately above patrolman shall have his seniority rights calculated in accordance with Article 23, Seniority, to determine retention and displacement.

Section 3. Use of Non-Bargaining Personnel During Periods of Layoff. In the event full-time police officers are subject to layoff, no part-time, seasonal, auxiliary officers and temporary police officers shall be re-called until such time as all laid off full-time police officers have been offered re-employment and/or re-hired. During the time period of such layoff of part-time, auxiliary, seasonal and temporary police officers, members of the bargaining unit agree to perform the duties of such laid off non-bargaining unit officers as part of regular duty hours at their straight time hourly rate; unless work conditions require overtime compensation, as approved by the Police Chief or his designee.

Section 4. Recall Rights. Should a position in the Police Department once abolished or made unnecessary be found necessary to be recreated or re-established within three (3) years from the date of abolishment, or should a vacancy occur through death, resignation, or any other position

or layoff, the oldest employee in point of service of those laid off shall be entitled to the position, providing he/she was, at the date of his/her separation, a regular and permanent employee.

ARTICLE 25
DISCIPLINARY PROCEDURE

Section 1. The City reserves the right to discipline for just cause. The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. No employee shall be demoted, suspended (including work suspensions), discharged, or removed except for “just cause.” The Employer may take disciplinary action against any employee in the bargaining unit as provided herein. Only the following shall be considered disciplinary action:

1. Letter of instruction and cautioning (i.e., documented verbal warning).
2. Written reprimand.
3. Suspension without pay, at the option of the employee, and with concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.
4. Suspension of record (i.e., paper suspension).
5. Discharge.

An employee who is given a suspension of record (i.e., working suspension) shall be required to report to work to serve the suspension and shall be compensated at the applicable wage for hours worked. The working suspension shall be recorded in the employee’s personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action.

Section 2. Pre-disciplinary Conference. Whenever the Employer determines that an employee may be subject to suspension, reduction, or termination, the Employer will hold a pre-disciplinary conference prior to issuing discipline. The Employer shall establish the date and time of the conference and shall provide the employee and the Union at least forty-eights (48) hours written notice in advance of the conference. Such notice shall contain the charges against the employee, a brief explanation of the evidence, and what form of discipline may be imposed.

The employee may be accompanied by a Union steward/designee during the pre-disciplinary conference. Rather than participate in the conference, the employee may elect to waive the conference in writing. Should the employee not wish to be represented by the Union, a Union representative shall be allowed in the pre-disciplinary conference for the limited purpose of ensuring that no settlement conflicts with the terms of this Agreement. At the conference, the employee and/or his union representative shall have an opportunity to respond orally to the charges prior to discipline being imposed.

Section 3. Disciplinary Appeals. Any disciplinary measure involving suspension or discharge from employment are subject to the grievance procedure set forth in this Agreement beginning at Step-2. Any written reprimands or warnings will be subject to the grievance procedure as

contained in this agreement except that such written reprimands and warnings will not be subject to arbitration.

Section 4. Disciplinary Records. Records of disciplinary action shall cease to have full force and effect for purposes of future enhanced disciplinary action, provided that there have been no intervening disciplinary actions taken, according to the following schedule:

Written Reprimands/Verbal Warnings:	1 year
Suspension of one (1) day:	2 years
Suspensions of more than one (1) day:	5 years

ARTICLE 26 **GRIEVANCE PROCEDURE**

Section 1. Definition. A grievance is a dispute or controversy arising between the parties concerning the interpretation or application of some specific and express written provision of the agreement.

Section 2. Time Limit Calculation. For purposes of definition a “day” as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or holidays declared by the City.

Section 3. Time Limits/Initiation & Processing. All grievances must be processed at the proper step in order to be considered at the subsequent step. An employee may withdraw a grievance at any point by submitting, in writing, a statement to that effect or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not presented in the time schedule set forth herein shall be considered settled in accordance with the last answer of management and shall not be arbitrable. Any grievance not answered by management within the timetable set forth above shall be deemed rejected and will be advanced to the next step of the grievance procedure upon a timely filing of an appeal by the Union in accordance with the provisions of this Agreement. All time limits on grievances may be extended only by mutual written consent of the parties and are to be strictly enforced.

Section 4. Grievance Contents. All grievances shall be filed in writing (see Exhibit E) and shall contain the following information:

1. Date grievance occurred.
2. Description and incident giving rise to the grievance.
3. Articles and sections of the Agreement involved.
4. Relief or remedy requested.
5. Signature of the employee/union representative.

Section 5. Group Grievances. Where a group of bargaining unit members desires to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such a group shall process the grievance. Such grievance shall be defined as a group or class action grievance. The names of each member along with their

respective signatures on behalf of which the grievance is filed shall be affixed to the grievance form. Should the Union file a group grievance, it will specify the affected employees or group of employees on the grievance form. Group grievances shall be presented in the first instance to the supervisor common to all employees in the group.

Section 6. Procedure Generally. Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute prior to the filing of the grievance. A grievance shall be started by the employee or the union representative starting at Step 1. Grievances must be filed within ten (10) calendar days following the date of the occurrence giving rise to the dispute. Discipline grievance shall be filed by the union or the employee within ten (10) calendar days of receipt of the notice of discipline by the disciplined employee at Step 2 of the Grievance Procedure. All grievances must be filed and processed at the proper steps of the procedure to be valid.

Section 7. Procedure. Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute prior to the filing of the grievance. An employee who has a grievance may discuss it informally with his/her immediate supervisor, either alone or accompanied by his/her Union representative. When a formal grievance arises, the following procedure shall be observed:

Step 1. Department Head/Designee. If a grievance is not satisfactorily settled informally, the grievance shall be reduced to writing and signed by the grievant and submitted to the Chief of the Police Department within ten (10) days after the grievant learned or should have learned of the event upon which the grievance is based. The written grievance must set forth the facts upon which it is based, the date and time of its occurrence, the Agreement provision upon which the grievance is based, the name of the employee involved, and the relief requested. The Police Chief shall give a written answer within ten (10) days after the receipt of the grievance.

Step 2. Mayor/Designee. If the grievance is not satisfactorily settled in Step 1, the Union may appeal in writing to the Mayor within ten (10) days after the Step 1 response. The Mayor, together with such representatives of the City as the Mayor deems appropriate, shall then meet with a representative or representatives of the Union and the grievant to consider the grievance. The Mayor will answer the grievance in writing within ten (10) days following completion of the Step 2 discussion.

Mediation. The Union may request FMCS mediation of any grievance not resolved at Step 2. The request must be made within ten (10) days after the Step 2 response is issued. The City has ten (10) days to respond to the request for mediation. If the City declines mediation, the Union must file a notice of intent to arbitrate within thirty (30) days as stated in the Arbitration Step below. If the City agrees to mediate the grievance, the time for appealing to arbitration is extended to ten (10) days after mediation is complete.

Arbitration. If the grievance is not satisfactorily settled in Step 2 or grievance mediation, the Union may appeal the grievance within thirty (30) days by filing a demand in writing with the City to submit the matter to final and binding arbitration and by filing a joint request for a panel of

fifteen (15) Ohio arbitrators from FMCS within fifteen calendar (15) days from which the demand is sent. If the notice of appeal or FMCS panel request is not filed within such time, the grievance shall be considered disposed of on the basis of the decision in Step 2.

Once a timely submitted demand and panel request is made and the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. Each party shall have the right to reject two (2) panel of arbitrators. In the alternative to the above procedure, the parties, by mutual agreement may agree to the selection of an arbitrator or may mutually agree to proceed directly to the permanent panel. In the event that the parties submit two (2) FMCS panels and there is no match, the parties agree to use the permanent panel to select the arbitrator.

For permanent panel cases, the parties agree to a permanent panel of arbitrators who shall hear and decide those grievances processed to arbitration under the contract. The arbitrator shall be selected by the parties alternatively striking names until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. The panel consists of:

1. Don Collins
2. Jerry Sellman
3. Tom Nowel
4. Jenifer Flesher
5. Harry Graham
6. Howard Silver
7. Daniel Zeiser
8. Maurice Evans
9. Greg Szuter

Section 8. Arbitration Process/Authority of the Arbitrator. The arbitrator's authority shall be limited to interpretation and application of the terms of this Agreement, and he/she shall not have any authority to add to or subtract from or modify in any way the provisions of this Agreement. The arbitrator shall not make an award in conflict with law or pass upon issues governed by law. The costs of the arbitration shall be shared equally by the Employer and Union.

Section 9. Decision. The arbitrator shall request to submit in writing his or her decision within thirty (30) calendar days following the close of the hearing or the submission of briefs of the parties, whichever is later, unless the parties agree to a written extension. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding upon the union and the grievant, subject to appeal under Ohio Revised Code, Section 2711.

Section 10. Facilities, Fees, Costs. The Employer shall furnish an appropriate room and facilities for the arbitration hearing and if this involves costs, said costs shall be borne equally by the Employer and the union. The arbitrator's fees and other expenses will be shared equally by the

parties. The cost associated with the appearance of witnesses, attorneys, the production of documents or other fees, whether they are for consultants or otherwise, shall be borne solely by the party which calls the witnesses or employs the attorneys or consultants.

ARTICLE 27 **LABOR/MANAGEMENT**

Section 1. In the interest of sound labor/management relations, it is hereby established a labor/management committee consisting of names of the representatives so selected shall be certified in writing to the Chief of Police and the City. Unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the Chief and/or other City representatives shall meet with the labor/management committee to discuss pending problems and to promote a more harmonious labor/management relationship. Neither party shall have the right to be accompanied by an attorney unless agreed otherwise.

Section 2. Agenda. An agenda will be furnished at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting, and the names of those union representatives who will be attending. The purpose of such meetings shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the union of changes made by the Chief which affect bargaining unit members of the union;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;
- F. To consider and discuss health and safety matters relating to employees; and
- G. To consider recommendation for changes from the union in the Standard Operating Procedure, Rules and Regulations.

Section 3. Special Meetings. 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.

Section 4. Release Time. Employee representatives who are scheduled to be at work during the time of this meeting shall receive no loss of pay. It is further agreed that any employee on duty may be required to return to work if an emergency arises during this meeting.

ARTICLE 28 **SEVERABILITY/LEGALITY**

Section 1. Severability. In is the intent of the City and the Union that this Agreement comply, in every respect, with applicable legal statutes, and charter requirements, and if it is determined that any provision of this Agreement is in conflict with law, that provision shall be null and void and shall not affect the validity of the remaining paragraphs of the Agreement.

Section 2. In the event of an unlawful determination, the City and the Union shall meet within thirty (30) days for the purpose of negotiating a lawful provision.

ARTICLE 29
PROMOTIONS

Section 1. It is the intent of the parties to preempt ORC 124.44, et. Seq. and all applicable rules and regulations of the City of Parma Heights Civil Service Commission with this Article to the extent it addresses an issue having to do with promotions within the City of Parma Heights Police Department to the rank immediately above patrolman.

Section 2. Determination of Vacancy/Promotional Examination. Whenever the Employer determines that a vacancy exists in the rank immediately above patrolman and there does not exist a valid eligibility list, it shall provide notice to all patrol officers of a competitive examination opportunity in the manner determined by the civil service commission. Such notice will be provided at least ninety (90) days prior to the date of such examination and shall include the information determined appropriate by the civil service commission, including the service credit level on file with the City.

Section 3. Examination Eligibility. Whenever the Employer determines that a competitive examination for the purposes of creating an eligibility list for promotions to the rank above that of Patrolman is necessary, only those bargaining unit members who have completed probation and have a least sixty (60) months recognized service credit as a full-time officer, shall be eligible to sit for such examination. All full-time service with the Parma Heights Police Department shall be counted, and the following lateral service credit that is recognized and accepted by the City will be included in calculating the minimum experience eligibility to sit for the examination:

- A. Five (5) or more years of recognized lateral service credit: Thirty (30) months credit
- B. Less than five (5) years of recognized lateral service credit: Twelve (12) months credit

In instances where the application of the sixty (60) month service credit fails to achieve at least two (2) qualified applicants, the aggregate sixty (60) months requirement may be waived in descending twelve (12) month increments, in order to achieve at least two (2) eligible candidates provided however, that no waiver shall be made of the minimum service requirement of at least eighteen (18) months of service with the City of Parma Heights.

Section 4. Seniority Credit. Patrolmen completing the promotional competitive examination who receive a minimum passing grade of seventy percent (70%), shall receive credit for seniority based solely on his service as a patrolman with the City of Parma Heights, which shall be as follow: one percent (1%) of the total grade attained in such examination for each of the first four (4) years of service and nine tenths of one percent (0.9%) of such total grade attained for each year of the next ten (10) full years of service. The maximum seniority credit allowed is thirteen percent (13%) of the total earned grade.

ARTICLE 30
DURATION

Section 1. This Agreement shall become effective on the upon ratification and shall continue in full force and effect until midnight, July 31, 2025, and thereafter from year to year unless at least sixty (60) days but not more than one hundred fifty (150) days prior to said expiration date, or any anniversary thereof, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions. Upon timely written notice of an intention to reopen negotiations, the party filing the notice will contact the other party within fifteen (15) days to arrange an initial negotiating session.

ARTICLE 31
DRUG/ALCOHOL TESTING

Section 1. The City and Union have agreed on a drug/alcohol policy, a copy of which is attached hereto as Exhibit B and incorporated by reference.

ARTICLE 32
RETIREMENT

Section 1. Any member who retires from the Department after twenty (20) years of continuous service will be entitled to receive his/her badge, suitably mounted on a plaque, provided to him/her at City expense. Such member shall also be entitled to his/her service weapon; provided, however, if the Chief of Police has a reasonable basis, he/she may withhold permission for such member to be given his/her service weapon.

ARTICLE 33
PART-TIME WORK

Section 1. When part-time law enforcement related work becomes available, it will be offered to regular full-time police officers through the Department's designated sergeant in charge of part-time or side job work. All part-time/side job opportunities for members to work will be coordinated and approved by the designated responsible sergeant. Any change to the method of assignment of part-time or side job work will first be addressed through labor management discussion and agreement.

ARTICLE 34
BARGAINING UNIT WORK

Section 1. The city will not contract out work normally performed by employees in the bargaining unit to any individual or entity outside the bargaining unit.

SIGNATURE PAGE

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands this _____ day of _____, 2023.

CITY OF PARMA HEIGHTS

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.

MARIE GALLO, MAYOR

CHUCK ALIFF, FOP/OLC
STAFF REPRESENTATIVE

DIRECTOR OF FINANCE

DET. ERIC TAYLOR, PHPD
FOP/OLC BARGAINING MEMBER

PTL. ANTHONY D’ONOFRIO, PHPD
FOP/OLC BARGAINING MEMBER

DET. ADAM SLOAN, PHPD
FOP/OLC BARGAINING MEMBER

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

DIRECTOR OF LAW

EXHIBIT A
ALL ITEMS ARE AS SPECIFIED BY DEPARTMENT

SAFETY EQUIPMENT:

1. Vest and Vest Holder
2. Rain Coat and Hat Cover
3. Handcuffs
4. Service Pistol (one per officer with three (3) magazines)
5. Certified Electrical Weapon
6. Impact Weapon
7. CPR Mask
8. Firearms Range Ear Protection
9. Firearms Range Eye Protection
10. Reflective Traffic Vest

LEATHER GOODS:

1. Garrison (Sam Browne) Belt
2. Holster – Security Type
3. Handcuff Case
4. Belt Keepers (4)
5. Key Holder
6. Under-belt
7. Radio Holder
8. Certified Electrical Weapon Holder
9. Impact Weapon Holder
10. Double Magazine Pouch

CLOTH GOODS:

1. Shirts – 3 short sleeve, 3 long sleeve, 1 class “A” long sleeve
2. Pants – 3 duty pair, 1 class “A”
3. Blouse – 1
4. Cap - 1
5. Tie – 1
6. Tie Bar – 1
7. Winter Watch Cap – 1
8. Polo Shirt – 1
9. Badge – 2
10. Name Tag – 1
11. Duty Footwear
12. Duty-type Jacket (either water repellant with removable liner suitable for use in cold or moderate temperatures, or one lightweight and one cold weather jacket)
13. Mourning Band
14. Ticket Book Holder
15. Report Form Holder

EXHIBIT B
PARMA HEIGHTS POLICY FOR DRUG/ALCOHOL TESTING

PURPOSE

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

POLICY

1. Use of Alcohol and Drugs

- a. Employees shall not possess, while on duty, any unsealed receptacle containing an alcoholic beverage nor shall any employee sell or use an alcoholic beverage while on duty, except that police officers may do so in the performance of police duty.
- b. Employees shall not possess, sell or use illegal drugs nor abuse prescription drugs at any time, provided that members of the Police Department may be in the possession of illegal drugs while on duty if such possession is incidental to their official duty.
- c. Employees shall not work or report to work under the influence of alcohol or illegal drugs, nor under the influence of prescription drugs except as provided in Item 1(d) below.
- d. Employees must report in writing to their supervisors when they are experiencing a reaction to a prescription or over-the-counter drug which may affect their ability to do their job. The purpose of this report is to protect workers while taking medication from being wrongfully suspected of using illegal prescription drugs.
- e. Possession of drugs and/or open containers of alcohol in the workplace by an employee, outside the scope of their employment, or being under the influence of alcohol as defined in Item 3 (I), or under the influence of an illegal drug during working hours constitutes grounds for immediate disciplinary action.

2. Drug Dependency Treatment

- a. Employees are urged to request assistance with any drug or alcohol problem before disciplinary action is necessary. If an employee advises the City of a drug/alcohol problem, the employee will be urged to receive counseling and, if necessary, will be permitted to take a leave of absence not to exceed six (6) months from the last day of work in order to receive the recommended treatment. If so, the leave provisions of Item 4 will apply. However, a drug/alcohol related problem will not excuse any violation of City rules.

- b. Alcoholism and chemical dependencies are treatable. Employees covered by City sponsored health insurance have limited coverage for treatment of alcoholism and chemical dependency. Any costs associated with treatment that are not covered by insurance will be the responsibility of the employee.
- c. Covered employees will be entitled to utilize the Employee Assistance Program (EAP), Synopsis attached which is Exhibit “C”, at no cost to the Employee. Employees may utilize the EAP pursuant to Item 2 (a) and may utilize the EAP as part of its response to a positive test result.

3. Testing Procedure

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

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

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

- i. A request to sign the “informed consent” form for substance abuse testing, which includes notice that the results of the testing will be provided to the City.
 - ii. Notice that failure to consent to the test will result in the remainder of the pre-employment examination not being completed and rejection of the applicant.
- b. When, in the opinion of the supervisor, as corroborated by a non-supervisory employee, there is reasonable suspicion that an employee is using or possessing illegal drugs or alcohol or is abusing a prescription drug at work or is working or reporting to work under the influence of illegal drugs, alcohol, or an abused prescription drug, that employee will be required to consent to a drug and/or alcohol test immediately. Employees that purposely make false accusations in reference to violation of this policy shall be subject to appropriate disciplinary action.

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

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

- d. Any time an employee is requested to take a drug and/or alcohol test, the employee will be required to sign an authorization form permitting the testing facility to conduct the test and release the results to the Medical Review Physician. Refusal to sign the authorization form or to submit immediately to a requested drug/alcohol test will be considered insubordination and will subject the employee to appropriate disciplinary actions, as long as disciplinary action is initiated within five (5) working days of the refusal. It is anticipated that any alcohol and/or drug tests will be performed by the testing facility. Each employee has the right to have his/her own additional tests taken at his/her expense, except that if the employee is determined not to have violated this policy, the City will reimburse the Employee for the cost of those test(s).
- e. Testing for alcohol and/or drugs will also occur in the following situations:
 - i. When the testing is performed as part of a follow up to counseling or rehabilitation for alcohol or drug abuse.
 - ii. When an employee volunteers to be tested.
 - iii. If there is probable cause to believe that an employee is under the influence of alcohol/drugs.
- f. All drug screen samples will be taken and tested according to NIDA procedures and standards at a licensed accredited medical facility, sealed, and properly identified. Testing will be conducted by a certified laboratory and test results will be treated confidentially. Results will be distributed only on a need-to-know basis to the extent necessary to protect a legitimate interest of the City.
- g. Positive drug screen results will be confirmed by Gas Chromatography/Mass Spectrometry (GC/MS) or another medically accepted testing method.
- h. Drugs being screened in accordance with NIDA standards will include these related drugs:

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

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

4. Rehabilitation and Counseling

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

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

- d. The City will require written verification that an employee is participating in or has completed a treatment program.
- e. Any employee who has returned to work is subject to re-testing as otherwise provided in this policy, and if he/she fails the re-test, shall be discharged. As a condition of being

allowed to return to employment, an employee will be required to submit to six (6) unannounced drug/alcohol tests for a period up to one year after returning to work.

5. Disciplinary Action

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

6. Appeal

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

7. Record Keeping

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

Drug Policy Glossary

BAC

Blood Alcohol Concentration. Ratio of blood to alcohol.

The City

The employer, the City of Parma Heights.

Controlled Substance

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

Employee

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

Fraternal Order of Police, Ohio Labor Council, Inc. (FOP/OLC)

The Fraternal Order of Police, Ohio Labor Council (FOP/OLC) is the local bargaining unit for the Patrolmen employed by the City of Parma Heights.

Illegal Drugs

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

Informed Consent

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

Gas Chromatography/Mass Spectrometry (GC/MS)

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

Medical Review Physician

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

Metabolite

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

Metro Health Medical Center

An accredited medical facility or hospital where the City of Parma Heights requires all emergency drug testing to take place.

Outside Agency

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

Over-The-Counter Drugs

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

Prescription Drugs

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

Reasonable Suspicion

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

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

Rehabilitation/Counseling

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

Safety Sensitive Position

A Safety Sensitive position involves an employee who is performing the task of: driving a vehicle or piece of equipment, running a motorized piece of equipment, administering drugs, administering first aid, performing the job of paramedic or emergency medical technician, using firearms, using explosives, climbing ladders, performing work in elevated areas where railing is not present or where the supervisor or OIC (officer in charge) feels that it is in the best interest of the employee in question that he/she not be performing that task.

Supervisor

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

Tolerance Level

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

Trafficking

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

EXHIBIT C
EMPLOYEE ASSISTANCE PROGRAM (EAP)

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

Most of Employee Assistance Programs include the following Key Features:

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

Marymount Hospital's "Concern" EAP was the program that both the City of Parma Heights and the FOP/OLC Patrolmen local agreed to as their choice.

- Concern – Marymount Hospital
Bob Hoopingarner 216-663-3287
Features above plus (1-10) Prepaid Assessments

EXHIBIT D
CITY OF PARMA HEIGHTS
MEDICAL MUTUAL/OHIO BENEFITS PLAN

City of Parma Heights
Benefit Highlights
Dental

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

PREVENTIVE SERVICES

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

COMPLEX SERVICES

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

ESSENTIAL SERVICES

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

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

EXHIBIT E
FOP/OLC GRIEVANCE FORM

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.
222 EAST TOWN STREET
COLUMBUS, OHIO 43215-4611
(614) 224-5700
FAX (614) 224-5775
1-800-FOP-OLCI

**FILLING OUT THIS FORM DOES
NOT CONSTITUTE FILING OF
THE GRIEVANCE. YOU MUST
FOLLOW THE GRIEVANCE
PROCEDURE IN YOUR
CONTRACT.**



O.L.C. Unit: _____ O.L.C. Grievance #: _____
Employer: _____ Phone #: _____
Employer Address: _____

GRIEVANCE REPORT FORM

PLEASE PRINT OR TYPE

**A copy of this form
must be sent to the
O.L.C. Office - IMMEDIATELY**

**Please have your Associate call your
Staff Representative when filing a
grievance**

Name of Grievant: _____ Badge No.: _____
Grievant address: _____
City, State, Zip: _____ Grievant Phone #: _____
Grievant Email: _____ Grievant Cell #: _____
Classification _____ Assignment: _____
Shift: _____ Date of appointment: _____
Immediate Supervisor at time of incident: _____
O.L.C. Representative: _____ Date and time: _____
Grievance first discussed with: _____ Date and time: _____
Article and section number of contract violation: _____
Statement of grievance (Give times, dates, who, what, when, where, why, and how):

Remedy requested:

Grievant's signature: _____ Date and time: _____

STEP ONE

Received by: _____ Date and time: _____
Respondent Name and Title

Date of meeting: _____ Time: _____ Place: _____
Step one response: _____

Respondent Name and Title
Received by: _____ Date and Time
Grievant's Signature Date and Time

ANSWER IS: Accepted: _____ Rejected: _____

STEP TWO (if applicable)

Received by: _____ Date and time: _____
Respondent Name and Title

Date of Meeting: _____ Time: _____ Place: _____

Step two response: _____

Respondent's Signature and Title Date and Time

Received by _____

Grievant's Signature Date and Time

ANSWER IS: Accepted: _____ Rejected: _____

STEP THREE (if applicable)

Received by: _____ Date and time: _____
Respondent Name and Title

Date of Meeting: _____ Time: _____ Place: _____

Step two response: _____

Respondent's Signature and Title Date and Time

Received by _____

Grievant's Signature Date and Time

ANSWER IS: Accepted: _____ Rejected: _____

STEP FOUR if applicable

Received by: _____ Date and time: _____
Respondent Name and Title

Date of Meeting: _____ Time: _____ Place: _____

Step two response: _____

Respondent's Signature and Title Date and Time

Received by _____

Grievant's Signature Date and Time

ANSWER IS: Accepted: _____ Rejected: _____

F.O.P./O.L.C. Intention to arbitrate: (Yes) _____ (No) _____

Signature

MEMORANDUM OF UNDERSTANDING
COVID LEAVE POLICY

Any member who exhibits recognized symptoms of Covid whether on duty or off duty, will be subject to the following policy:

- A) Any member who exhibits recognized symptoms of Covid while on-duty shall immediately notify the OIC and be transported to nearest available facility. The member will then be placed on sick leave.
- B) Any member who displays recognized symptoms of Covid while off-duty shall report the illness to the Chief of Police and then report to nearest available facility for immediate testing. If symptoms continue into the next regular shift, and the test results have not been returned, the member shall remain on sick leave.
- C) If the test results are negative the member will be paid from sick leave accumulation for all time off.
- D) If the test results are positive the member will be placed on "Covid Leave." A member on Covid Leave will be paid the regular hourly wage until determined by a physician to be no longer contagious.
- E) If the test result is positive any sick time used for testing and awaiting results would be replenished, and lost time charged to "Covid Leave."
- F) The City of Parma Heights retains the right to have the affected member examined or tested by a Physician or at a medical facility of its choosing.

LETTER OF UNDERSTANDING
RETRO/LUMP SUM PAYMENT

Section 1. The parties agree that unit members on payroll as of the date that payment is made or retired from service since the expiration of the former Agreement will receive a lump sum payment equivalent to a 3.0% general wage increase for all hours paid between January 1, 2022 and December 31, 2022.

Section 2. Additionally, those bargaining unit members on payroll as of the date that payment is made will also receive a lump sum payment reflecting the 2.5% general increase for those hours paid from the first full pay period following January 1, 2023 through the pay period in which the 2023 general wage increase is implemented.

Section 3. Within 60 days of ratification of the parties' agreement unit members will receive a four thousand (\$4,000) dollar non-pensionable lump sum payment as part of the settlement of this Agreement.