FILE NO. 722-2024-A

CONTRACT BY AND BETWEEN

THE CITY OF CLEVELAND

AND

CLEVELAND POLICE PATROLMEN'S ASSOCIATION

(C.P.P.A.)

INVESTIGATIVE RESEARCH SPECIALIST

Effective upon ratification through March 31, 2025

*****The parties have reached mutual agreement as to the following issues and enter into this Comprehensive Tentative Agreement for an initial Collective Bargaining Agreement contingent only on ratification of these terms by the Cleveland Police Patrolmen's Association bargaining unit members covered by this agreement and the City of Cleveland*****

For the C.P.P.A.: Date: 06/21/2024

For the City of Cleveland: Date: 6/21/24

TABLE OF CONTENTS

ARTICLE 1 (PURPOSE) 4
ARTICLE 2 (WITNESSETH) 4
ARTICLE 3 (RECOGNITION) 5
ARTICLE 4 (MANAGEMENT RIGHTS) 5
ARTICLE 5 (UNION RIGHTS) 6
ARTICLE 6 (NO-STRIKE) 7
ARTICLE 7 (NON-DISCRIMINATION) 7
ARTICLE 8 (UNION SECURITY AND CHECK-OFF) 8
ARTICLE 9 (UNION REPRESENTATION) 9
ARTICLE 10 (PROBATIONARY PERIOD) 10
ARTICLE 11 (SENIORITY) 11
ARTICLE 12 (HOURS OF WORK / SHIFTS) 12
ARTICLE 13 (LAY-OFFS) 14
ARTICLE 14 (LEAVES OF ABSENCE) 14
ARTICLE 15 (SICK LEAVE) 17
ARTICLE 16 (SICK LEAVE WITHOUT PAY) 19
ARTICLE 17 (ASSIGNMENT OF WORK / TRANSFERS / DETAILS) 20
ARTICLE 18 (JOB EVALUATION AND DESCRIPTION) 20
ARTICLE 19 (PROMOTIONS) 20
ARTICLE 20 (OVERTIME) 20
ARTICLE 21 (EMPLOYEE ACCESS TO RECORDS) 22
ARTICLE 22 (HEALTH COVERAGE/HOSPITALIZATION 22
ARTICLE 23 (PAY DAY) 25
ARTICLE 24 (WAGES) 25
ARTICLE 25 (LONGEVITY) 26
ARTICLE 26 (UNIFORM) 26
ARTICLE 27 (HOLIDAYS) 27
ARTICLE 28 (FURLOUGHS) 29
ARTICLE 29 (DISCIPLINE) 31

ARTICLE 30 (MANAGEMENT / LABOR COMMITTEE) 34
ARTICLE 31 (GRIEVANCE PROCEDURE) 34
ARTICLE 32 (STRESS UNIT) 38
ARTICLE 33 (DRUG/ALCOHOL TESTING) 38
ARTICLE 34 (NEW EMPLOYEE / TRANSFER OF CREDITS) 46
ARTICLE 35 (PAID TIME OFF DONATION) 46
ARTICLE 36 (LEGALITY) 47
ARTICLE 37 (MEDIA) 47
ARTICLE 38 (PARKING) 48
ARTICLE 39 (EDUCATION INCENTIVE) 48
ARTICLE 40 (DURATION) 48

ARTICLE 1
PURPOSE

This Contract sets forth a complete agreement between the City of Cleveland, hereinafter referred to as the "City," and the C.P.P.A. – Investigative Research Specialist, hereinafter referred to as the "Union," which represents employees as specified herein. Specifically, the agreement addresses all matters pertaining to wages, hours, or terms and other conditions of employment mutually expressed between the parties.

The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. The term "employee" or "employees" where used herein refers to all employees in the bargaining unit. The purpose of this Contract is to provide a fair and reasonable method of enabling employees covered by this Contract to participate, through Union representation, in the establishment of the terms and conditions of their employment and to establish a peaceful procedure for the resolution of contract differences between the parties.

ARTICLE 2
WITNESSETH

The parties acknowledge that during the negotiations and/or interest arbitration which resulted in this Contract each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or regulation from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in this Contract. Therefore, the parties voluntarily waive the right to demand new proposals on any subject or matter, not included herein, during the term of this Contract, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Contract. If an agreement is reached between the CPPA and the City, any such supplemental

agreement shall be in writing and subject to the prior approval of the Executive Board of the CPPA and the City or their respective designated representatives.

ARTICLE 3
RECOGNITION

The Union is recognized as the sole and exclusive representative for the following job classification for the purpose of establishing rates of pay, wages, hours, and other conditions of employment, but excluding all supervisors and security employees: Investigative Research Specialist.

ARTICLE 4
MANAGEMENT RIGHTS

Except as specifically limited herein, all rights are reserved to and remain vested in the City, including, but not limited to, the sole right to:

a) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion of policy such as the functions and programs of the City, standard of services, its overall budget, utilization of technology and organizational structure;

b) Direct, supervise, evaluate or hire employees and to determine when and under what circumstances a vacancy exists;

c) Maintain and improve the efficiency and effectiveness of City operations;

d) Determine the overall methods, process, means, or personnel by which City operations are to be conducted;

e) Suspend, discipline, demote, or discharge for just cause, or lay-off, transfer, assign, schedule, promote, or retain employees;

f) Determine the adequacy of the work force;

g) Determine the overall mission of the City;

h) Manage the work force;

i) Require employees to use or refrain from using specified uniforms or other tools of duty;

j) Privatize or subcontract services; and

k) Take actions to carry out the mission of the public employer as a governmental unit.

The City reserves the right to implement new or revised existing policies which do not conflict with the express terms of this Contract.

Notwithstanding §4117.08 of the Ohio Revised Code, the Employer is not required to bargain on any subjects--including, but not limited to, those enumerated above--reserved to and retained by the City under this Article. Therefore, the Union agrees that, during the life of this Agreement, the City shall have no obligation to bargain collectively with respect to the exercise of any rights reserved to and retained by it pursuant to either 4117.08(C) of the Revised Code or pursuant to this Article of this Agreement.

The City shall have the right to institute competitive initiatives or subcontract services where the City's primary objective is to achieve financial economy, improved operating efficiency, and/or better quality of service.

ARTICLE 5
UNION RIGHTS

It shall not be a violation of this Contract, and it shall not be a cause for discharge or disciplinary action if any employee refuses to do work normally done by primary striking members of another City employee union, except that the City shall not be required to pay the wages of any such employees. Provided, that in no case shall any employees refuse to do any work, regardless of the existence of a lawful primary labor dispute, if, in the City's sole judgment, such refusal

would be detrimental to the public health or safety, unless the City cannot provide for the personal safety of the employees.

ARTICLE 6
NO-STRIKE

The Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike during the duration of this Contract or any extension thereof. For the purposes of this section, "strike" means concerted action in failing to report to duty; willful absence from one's position; stoppage of work; slowdown or abstinence, in whole or in part, from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in wages, hours, terms and conditions of employment for the duration of this Contract or any extension thereof.

Violations of this paragraph may constitute an unfair labor practice as determined and remediable by the State Employment Relations Board ("S.E.R.B."). In the event an unfair labor practice is determined by the S.E.R.B., the City will not subsequently impose discipline except as recommended by S.E.R.B. The City shall not lock out any employees for the duration of the Contract.

ARTICLE 7
NON-DISCRIMINATION

The City and the Union hereby affirm their commitments, legal and moral, not to discriminate or retaliate in any manner relating to employment, including but not limited to, or representation on the basis of race, color, creed, national origin, age (for those age 40 or older),

sex (including sexual orientation, gender identity and expression), disability, genetic background, veteran status, or any other characteristic protected by law.

ARTICLE 8
UNION SECURITY AND CHECK-OFF

a) All non-probationary employees covered by this Contract who voluntarily join the Union shall be required to pay dues in an amount determined by the Union. Employees are not required to join the Union as a condition of employment.

b) It shall be the responsibility of the Union to establish the amount of Union dues and to notify all affected employees of the established Union dues. The Union shall notify the City of the amount of the Union Dues and provide the City with signed authorization cards from the affected employees. The Union must provide the City with at least thirty (30) days' advance notice of any change in the Union dues amount or any other voluntary contribution amounts. The City shall deduct this amount from the pay of said employee(s) and remit it to the Union. The Union shall indemnify and save the City harmless from any and all legal actions brought by an employee against the Union, the City, or the Union and the City jointly as the result of the enforcement or required compliance with this Article.

Deductions shall be made during the second pay period of each month, but if an employee's pay for that period is insufficient to cover Union dues, the City will make a deduction from the pay earned during the next pay period.

All deductions accompanied by an alphabetical list of all employees for whom deductions have been made, shall be transmitted to the Union, no later than the fifteenth (15th) day following the end of the pay period in which the deduction is made, and, upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

ARTICLE 9
UNION REPRESENTATION

The City recognizes the right of the Union to select one Director to represent employees, upon request, on grievances concerning the interpretation or application of this Contract.

During their tour of duty and without loss of straight-time pay, the union Director shall be permitted to investigate and process grievances and allegations of misconduct, and attend disciplinary hearings and pre-disciplinary conferences, such activity taking into consideration, and with proper regard for, the Department's operational needs and requirements. The Union recognizes the operational needs of the City and will cooperate to keep to a minimum the time lost from work by the union Director. Before leaving an assignment pursuant to this section, the union steward must obtain approval from the Supervisor of the shift.

The Union shall furnish the City with a written identification of the Director, indicating the shift to which the Director is assigned, and, further, shall promptly notify the City in writing of any changes therein.

The Director, or an alternate, will be released with pay for the purpose of attending one CPPA Director's meeting per month, unless the Department's operational needs and requirements require the Director/alternate to remain on shift.

Union representatives shall be admitted to the City's facilities and sites during working hours upon reasonable advance notice to the appropriate Appointing Authority or his office. Such visitations shall be for the purpose of ascertaining whether or not this Contract is being observed by the parties, to participate in the adjustment of grievances or to attend other meetings as provided herein. At no time shall such visitation rights interfere with the work requirements of any employee or disrupt operations in any way, unless expressly permitted by the City.

The City shall provide the Union with a bulletin board at mutually selected locations. Provided that:

a) No notice or other writing may contain anything political or critical of the City or any City official or any other institution or any employee or other person.

b) All notices or other materials posted on the bulletin board must be signed by the President or an official representative of the Union.

c) Upon request from the City, the Union will immediately remove any notice or other writing that the City believes violates this paragraph, but the Union shall have the right to grieve such action through the Grievance Procedure.

One employee shall be granted time away from duty without loss of straight-time pay or benefits, for the purpose of negotiating an agreement with the City, or any supplements thereto. Other members of the Union Bargaining Committee for the employees covered by this Agreement may attend negotiation sessions on their own time, but no more than two (2) additional members per meeting. The City will make reasonable efforts, consistent with operational requirements, to permit members of the Union Bargaining Committee to meet without loss of straight time pay or benefits to prepare and modify proposals and counterproposals, to consider City proposals and for other similar purposes.

The union Director may communicate with Association Executive Board members while on duty as long as such communication does not disrupt operations.

ARTICLE 10
PROBATIONARY PERIOD

New employees shall serve a probationary period of one hundred twenty (120) calendar days. Employees will be eligible to utilize accrued benefits during the second half of this

probationary period. During the probationary period, employees may also be eligible to utilize furlough in accordance with Article 28. Paid Parental Leave will be governed by the parties' MOU and the City's Paid Parental Leave Policy. The probationary period may be extended upon written agreement of the City, Union and affected employee. Discharge or discipline of an employee prior to completion of the probationary period shall not be subject to the Grievance Procedure herein contained. Any proficiency testing shall be conducted, to the extent reasonably possible, at a similar time of day and at similar work load levels.

ARTICLE 11
SENIORITY

Job classification seniority is defined as an employee's length of service while holding the Investigative Research Specialist classification. The employee shall receive credit for all time spent on the City's payroll in that classification. Where more than one employee was hired on the same date, seniority shall be established by the last four digits of employee Social Security Numbers with the higher number being deemed the more senior employee. Job classification seniority would be used where applicable in other provisions of this Contract.

City employment seniority shall be defined as an employee's continuous length of service, effective from date of hire. City employment seniority would be applied as described in other provisions of this Contract. An employee's time spent as an emergency or temporary appointee shall be included in calculating his or her job classification, City employment and unit seniority for all purposes.

All types of seniority shall be terminated when an employee:

a) Resigns or quits;

b) Is discharged for just cause;

c) Is laid off for a period of more than twenty-four (24) consecutive months;

d) Is absent without leave for three (3) consecutive working days, that employee will be considered to have voluntarily quit. After the third consecutive day, if the employee alleges that he or she called, the tapes upon which any call should appear shall be made available to the Union.

e) Fails to report for work when recalled as provided in Article 13.

The City will provide the Union with a list of all employees within the bargaining unit listing name, job classification, department, date of hire, and date of classification not more than twice a year upon request by the Union.

It is the obligation of each employee to keep the City advised of his current address, and, for purposes of this Contract, the City may rely on the last address supplied by an employee.

ARTICLE 12
HOURS OF WORK / SHIFTS

The City reserves the right, as operational needs and conditions require, to establish and change hours of work and schedules of hours. Individual notification of any changes in shift scheduling shall be provided to all affected employees and the Union at least forty-eight (48) hours in advance of the changes, unless operational needs dictate otherwise. Any employee not properly notified of a change who shows up for work and is not permitted to work shall receive two (2) hours of banked paid time off.

The normal work week for regular full-time employees shall begin at 12:01 a.m. Monday and shall end at 12:00 Midnight the following Sunday. Employees shall be scheduled on regular work shifts. As of the effective date of this contract, the normal workday for bargaining unit members assigned to the Real Time Crime Center consists of ten (10) hours of work, inclusive of

time allotted for meals and breaks, with regular starting and quitting times. If the regular work shifts for Detectives assigned to the Real Time Crime Center changes from ten (10) hour shifts, then the City may adjust the regular work shifts of bargaining unit members assigned to the Real Time Crime Center to correspond with the length of the Detectives' shifts. If the number of bargaining unit members assigned to the Real Time Crime Center equals or exceeds the number of Detectives, then the City shall provide the bargaining unit members with notice and an opportunity to meet and confer prior to adjusting their regular work shifts to correspond with the length of the Detectives' shifts.

Generally, the shifts of bargaining unit employees detailed to other units will comport with the regular work shifts of the unit to which they are detailed. Upon request, the City may, in its sole discretion, allow a detailed employee to maintain their pre-existing regular work shift hours while detailed to the other unit.

Employees assigned to 10-hour shifts shall receive forty-five (45) minutes for lunch and a fifteen (15) minute break at the end of each four (4) hours of continuous work. Employees assigned to 8-hour shifts shall receive thirty (30) minutes for lunch and a fifteen (15) minute break at the end of each four (4) hours of continuous work.

Employees in the bargaining unit are considered full-time employees.

V-Days: Bargaining unit members assigned to ten-hour shifts shall have 157 scheduled V-days off every calendar year and 158 scheduled V-days off during a leap year. Bargaining unit members assigned to eight-hour shifts shall have 105 scheduled V-days off every calendar year and 106 scheduled V-days off during a leap year.

ARTICLE 13
LAY-OFFS

Whenever it is necessary to reduce the working force of the City, either for lack of work or lack of funds, employees shall be laid off based upon job classification seniority.

Before any bargaining unit employee is given notice of lay-off, the City will notify the Union. Employees shall be given a minimum of ten (10) days' advance written notice of lay-off indicating the circumstances which make the lay-off necessary. Exceptions to the above may be provided for by mutual consent between the City and the Union.

In the event an employee is laid off, he shall receive payment for earned, but unused, vacation as quickly as possible, but not later than ten (10) days after the lay-off.

Employees shall be notified of recall by certified mail addressed to the employee's last known address as shown on the City's records. If an employee fails to accept recall within fourteen (14) calendar days of the date of receipt of the recall notice or the date on which the certified mail notice is returned to the City, he or she shall be removed from the layoff list and shall forfeit all seniority rights, including recall rights.

ARTICLE 14
LEAVES OF ABSENCE

Funeral Leave: An employee will be granted a leave of absence with pay to be charged against his/her accumulated sick leave with pay, in the event of the death of his/her spouse, registered domestic partner, mother, father, grandparents, grandchildren or person who has been in loco parentis to the employee, mother-in-law, father-in-law, child (including someone for whom the employee stands in loco parentis), brother, or sister, as follows:

(a) If the funeral is within Ohio – five (5) working days.

(b) If the funeral is outside the State of Ohio – seven (7) working days.

(c) To be eligible for funeral leave, an employee must provide the City with a signed funeral form and must attend the funeral, and the failure to do so, or a misrepresentation of the facts related to a funeral leave, shall be proper cause for disciplinary action up to and including discharge and/or forfeiture of pay for the leave.

Jury Duty/Court Leave: An employee called for jury duty or subpoenaed as a witness shall be granted a leave of absence with pay for the period of jury duty or witness service as provided herein:

(a) An employee must present verification of his call to jury duty or witness duty;

(b) If a witness, that his/her testimony was within the scope of his/her employment for the City and not of a personal nature; and

(c) Turn in the amount received as a jury duty or witness fee to the City Treasurer in order to receive his/her regular pay for this time period.

An employee who is required to appear in court for reasons outside the scope of his employment, other than jury duty, shall be granted an excused absence (non-paid) provided that: documentation is provided, either in the form of a subpoena or a letter from a participating attorney; and the request for an excused absence (non-paid) is made to the appropriate supervisory person at least twenty-four (24) hours in advance.

Military Leave: Employees who are members of the Ohio organized militia, as defined in O.R.C. § 5923.01, or members of other reserve components of the armed forces of the United States, including the Ohio national guard, are entitled to a leave of absence from their positions without loss of pay for the time they are performing service in the uniformed services in accordance with Cleveland Codified Ordinance Section 171.57.

Paid Parental Leave: Paid Parental Leave will be governed by the parties' MOU and the City's Paid Parental Leave Policy.

Family and Medical Leave Act: Any paid or unpaid leave granted by the City which is based upon reasons which would qualify for use of leave pursuant to the Family and Medical Leave Act may be charged against an employee's entitlement for FMLA leave, provided that the employee is notified as required by the FMLA. FMLA leave taken will be charged against the employee's FMLA leave balance.

Education Leave: An employee may be granted a leave of absence without pay for educational purposes relating to the operations of the City.

Personal Leave: For those employees who have completed their probationary periods, personal leave of absence may be granted without pay for good cause shown for periods not to exceed ninety (90) days. The granting of such leaves will be based upon the operational needs of the employee's department.

General Leave: All leave of absence (and any extensions thereof) must be applied for and granted in writing on forms to be provided by the City. An employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the City. When an employee returns to work after a leave of absence, he/she will be assigned to the position which he/she formerly occupied or to a similar position if his/her former position is not vacant or no longer exists.

If it is found that a leave of absence is not actually being used for the purpose for which it was granted, the City may cancel the leave, direct the employee to return to work and impose disciplinary action up to and including discharge.

An employee who fails to report to work at the expiration or cancellation of a leave of absence or fails to secure an extension of such leave shall be deemed to be absent without leave, will be considered to have voluntarily resigned, and shall be subject to loss of seniority.

Except when on military leave or as otherwise required by applicable law, an employee on any unpaid leave of absence does not accrue credit toward furlough, paid sick leave, step increases, longevity or P.E.R.S.

ARTICLE 15
SICK LEAVE

All regular full-time employees of the bargaining unit shall be credited with sick leave at the rate of ten (10) hours per month or one hundred and twenty (120) hours per year. Unused paid sick leave shall accumulate without limit.

Paid sick leave shall be granted for pregnancy (including post-partum periods), actual sickness or injury, confinement by reason of a contagious sickness, physical examination or evaluation, or visit to a doctor or dentist for medical care of the employee or his/her immediate family. "Immediate family" shall be defined according to City policy.

Sick leave may be used in segments of not less than one hour.

When an employee is unable to report to work, the employee shall notify their immediate supervisor at least one (1) hour before the scheduled time to report to work on each day of absence, unless emergency conditions make it impossible. When an employee becomes aware that they require sick leave of more than one (1) day's duration, the employee shall notify their immediate supervisor at least one (1) hour before the scheduled time to report to work on the first day they are unable to work, and shall inform the supervisor of the expected date of return.

A certificate from a medical practitioner shall be provided or presented (with a copy provided thereafter) immediately upon returning to work:

i. For a sickness of any duration if the employee is on any of the steps of the City's sick abuse control procedure (subject to modification consistent with implementation of a no-fault attendance policy); or

ii. For a sickness of three (3) days or longer duration; or

iii. For any use of sick leave on a designated City holiday.

Failure to present a certificate as required will be treated as single-instance of sick leave abuse and will be disciplined pursuant to governing practice and policies.

Such certificates must include the actual dates of incapacity, re-employment date, work capable of being performed, and any restrictions. Upon request, the supervisor to whom the certificate is presented will sign and date the copy (or original) being retained by the employee.

The City's Human Resources department will administer medical-related leaves for bargaining unit members.

Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as may be determined by the City, applying the standards for determining sick leave abuse and patterns of sick leave usage set forth in the sick leave review policies applicable to officers working in the Real Time Crime Center.

An employee who is hurt on the job shall have the option of using paid sick leave or furlough.

The City may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid

for by the City to establish that he/she is not disabled from the performance of his/her normal duties and that his return to duty will not jeopardize the health and safety of other employees.

The City reserves the right to implement a no-fault attendance policy if such a policy is implemented with the C.P.P.A. Non-Civilian or Civilian bargaining units, and the Union waives any right to bargain over the implementation or effects of such policy as to this bargaining unit, so long as such policy is the same as that implemented for one of the other CPPA bargaining units.

ARTICLE 16
SICK LEAVE WITHOUT PAY

After an employee has exhausted his/her sick leave with pay, he or she shall be granted a leave of absence without pay for a period not to exceed six (6) months because of personal illness, injury or pregnancy (including postpartum recovery periods), upon request supported by medical evidence satisfactory to the City if the employee has reported such illness, injury, or pregnancy (including postpartum recovery period), to his or her department head or immediate supervisor by no later than the second day of absence. If the illness, injury or pregnancy (including postpartum recovery period), continues beyond six (6) months, the City may grant additional sick leave under this paragraph upon request. Sick leave without pay will also be granted in accordance with the conditions and requirements of the FMLA. An employee on sick leave is expected to keep the City informed on the progress of his or her illness, injury or pregnancy (including postpartum recovery period), as circumstances allow. Any employee who has been on sick leave beyond three (3) consecutive workdays may be required to submit to and pass a physical examination before being permitted to return to work.

ARTICLE 17
ASSIGNMENT OF WORK / TRANSFERS / DETAILS

The City reserves the right to assign, transfer, or detail at its discretion, bargaining unit members to assignments with other units and to other worksites within the Division of Police. The employee shall be given at least seven (7) days written notice of transfer or detail if the assignment is expected to exceed forty (40) hours.

ARTICLE 18
JOB EVALUATION AND DESCRIPTION

The City has the sole and exclusive right to make job evaluations and job descriptions and create job classifications when it deems appropriate.

In the event the name of a classification in the bargaining unit is changed and the work duties remain substantially unchanged, the City will promptly notify the Union of said change.

If a substantial change in a job occurs, the Union may ask for a meeting with the City to discuss the situation. The Union, at this meeting must demonstrate a significant change as relates to the skill level now required of the existing classification which would warrant an increase in pay. If the City agrees, a new rate shall be agreed to. If an agreement cannot be reached, the City may implement its last best offer.

ARTICLE 19
PROMOTIONS

Employees shall be promoted in accordance with the rules and regulations of Civil Service.

ARTICLE 20
OVERTIME

The City shall be the sole judge of the necessity for overtime. The City shall retain the sole and exclusive right to determine weekly and daily work schedules and the number of shifts required.

Unless otherwise specified by the City, the work week will begin at 12:01 a.m. on Monday and end at 12:00 midnight the following Sunday. Overtime shall be defined as: (1) any time worked in excess of forty (40) hours in any work week, as defined; (2) hours worked in excess of the employee's regularly scheduled hours in a day (e.g., hours worked in excess of 10 hours in a day for an employee scheduled to 10-hour shifts); or (3) hours worked on an employee's regularly-scheduled day off (unless the regularly-scheduled day off is worked by the employee upon their own request, and not in response to a request or mandate by management). All paid holiday hours falling on a regularly scheduled shift and paid furlough/vacation hours shall be considered hours actually worked for the purpose of determining overtime. Paid sick leave and banked paid time off shall not be counted for the purpose of determining overtime. There shall be no pyramiding of overtime or other premium pay compensation.

Required Overtime. The City may require bargaining unit employees to work overtime subject to the following limitations:

1. **Request for Voluntary Overtime**. Prior to requiring an employee to work overtime, the City will make a good faith attempt to fill the shift on a voluntary basis.

2. **Contiguous to a Shift**. In situations where advance notice is not practicable and the City is unable to fill the shift on a voluntary basis, then the City may require an employee to work overtime immediately before or after the employee's regularly scheduled shift. No such required overtime may cause an employee to work more than 16 hours in a 24-hour period.

3. **Regularly Scheduled Off-Day**. Overtime required on a regularly scheduled off-day shall first be offered to bargaining unit employees on a voluntary basis, and may only be required with 48-hours' notice or because of an emergency as determined by the Chief. No such required overtime may cause an employee to work more than 16 hours in a 24-hour period.

4. **General.**

a. Overtime may be required only in reverse seniority order.

b. Regularly scheduled hours of work may not be changed to avoid the payment of overtime required by this Article.

Call-In Pay. An employee required to report to work for reasons other than court appearances, prosecutor reviews, matters involving the City Law department or other court related or judicially related matter, when the time required is not contiguous to his/her scheduled time of work, then the employee shall be guaranteed a minimum of four hours work, compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay.

ARTICLE 21
EMPLOYEE ACCESS TO RECORDS

Upon request, employees will be given copies of any documents which they have signed or which are otherwise contained in his or her personnel file.

ARTICLE 22
HEALTH COVERAGE/HOSPITALIZATION

Hospitalization/Surgical. The City agrees to provide single or family coverage, whichever is applicable, for each eligible employee enrolled in any of the health coverage plans for the term of the Labor Contract under the terms and conditions set forth in this Article. There shall be no duplicate coverage if both spouses are on the City's payroll.

Health Care Benefits. Dependent coverage shall be limited to members of the employee's immediate family *(i.e.,* spouse and children)

The City will provide health insurance benefits in accordance with the summary descriptions attached hereto as Exhibit A and as outlined in the attached Side Letter.

Employee premium cost-sharing contributions and other terms are as follows:

Employees shall contribute the following monthly amounts toward their premiums:

	Non-Wellness Rate	Wellness Rate
Single	19% of premium	15% of premium
Family	18% of premium	14% of premium

The City shall have the discretion to implement and offer a voluntary, high-deductible hospitalization plan for employees with benefit levels as outlined in Addendum II. If so implemented and elected, the premium rates shall be as follows*:

	Non-Wellness Rate	Wellness Rate
Single	10% of premium	6% of premium
Family	9% of premium	5% of premium

(Including Rx, dental and vision coverage)

To be eligible for the reduced premium contributions, the employee must complete annually a health-risk assessment and have participated once annually in a biometric screening. The screening can be attained either through a program offered by the City, at its option, or by the employee through an annual physical conducted by a physician. The screening shall require the following measurements:

- Height
- Weight
- Body mass index (BMI)
- Waist circumference
- Blood pressure

The screening shall also require a finger stick to collect a blood sample to measure:

- Total cholesterol
- High-density lipoprotein (HDL)
- Glucose
- Low-density lipoprotein (LDL) (available only with the fasting test)
- Triglycerides (available only with the fasting test)

Employees must complete all City-defined wellness initiatives.

The discount shall take effect the month following the employee's satisfaction of these screening requirements. The City shall establish the initial deadline on which employees must satisfy the wellness survey/screening requirements. The City shall provide no less than thirty (30) days' advance notice of said deadline. Until such deadline is set, the "wellness" premium contribution rates shall apply.

*Premium contributions are based on the City's premiums or fully-insured-equivalent costs for hospitalization, prescription drug, dental and vision coverage.

The City shall have the right to change insurance carriers or switch to or from a self-insured model, provided that benefit levels remain substantially the same.

Smoking Cessation: The City reserves the right to implement a smoking-cessation incentive policy.

Health care deductions of one-half the above amounts shall be made the first two pay periods of each month.

For all mental, nervous, and substance abuse treatment, in-patient and outpatient coverage shall be that set forth as part of the health care insurance plan selected by the employee.

The prescription program shall be set forth as part of the health care insurance plan selected by the employee.

Life Insurance. The City shall provide all unit employees who have completed ninety (90) days of continuous service with the City with Group Life Insurance in the amount $25,000.00.

Provisions for conversion at the time of retirement or other termination shall be in accordance with the provisions set for other employees.

Dental Insurance. All regular full-time employees and dependents will be covered for Dental Care.

Vision Insurance. The City shall maintain a vision insurance plan for employees.

The City shall have the right to change insurance carriers provided the City first convenes a Health Care Committee in which all unions are given an opportunity to be represented. The City shall negotiate through that Health Care Committee over the change in carriers before implementing any changes in health care carriers.

ARTICLE 23
PAY DAY

The City shall regularly pay all employees every other week, on either Wednesday, Thursday or Friday. If the pay day falls on a holiday, the City will pay all employees on the day before the holiday.

Employees may be paid either by direct deposit or debit card, as authorized by the employee.

The City will process any significant payment error within six (6) working days, if possible.

Wage increases shall be effective: (a) During the pay period in which April 1st falls if April 1st falls in the first week of a pay period; or (b) During the pay period following the pay period in which April 1st falls if April 1st falls in the second week of a pay period.

ARTICLE 24
WAGES

Employees' hourly rates will be as follows effective as of April 1, 2024:

	Hourly	Annualized*
Probationary (up to 120 days)	$26.80	$55,744.00
121 Days – 1 Year	$29.43	$61,214.40
After 1 year	$31.88	$66,310.40
After 3 years	$33.47	$69,617.60

*The listed annualized amounts are for demonstrative purposes only and reflect the hourly rates multiplied by 2,080 hours. Employees' annual hours will vary by V-class and annual pay will vary depending on hours worked.

ARTICLE 25
LONGEVITY

Longevity is tenure with the City while in full-time pay status. Time in authorized leaves of absence shall be deducted for the purposes of computing the amount of employment. For an employee to be eligible to receive longevity pay in a given year, his/her longevity time must have been accumulated by March 1 of that year, and the employee must have been in a pay status at some time between January 2 and March 1 of that year.

All regular full-time employees shall receive longevity pay, as follows:

After 5 years of	$300.00
After 10 years	$475.00
After 15 years	$575.00
After 20 years	$750.00

ARTICLE 26
UNIFORM

Until the City implements a uniform, bargaining unit employees shall dress in workplace-appropriate, business casual attire. In 2024, the City will implement a uniform for bargaining unit employees. Beginning one year after the employee's initial receipt of their uniform, all regular full-time employees in the job classification of Investigative Research Specialist shall receive an annual uniform credit of Three Hundred Dollars ($300.00). These-employees will also receive an annual cash uniform maintenance payment of Three Hundred Fifty Dollars ($350.00) on a date established by the City. An employee must be on the City's active payroll at the time of payment. Uniform maintenance payments to retirees may be prorated based upon the employee's date of retirement.

Newly hired employees, upon successful completion of their probationary period, and current employees upon the initial implementation of the uniform in 2024 shall receive, at a

minimum, three (3) polo-style shirts, three (3) pairs of cargo-style pants, a sweater or similar garment, a belt and a pair of shoes. The uniform maintenance payment may be prorated for newly-hired employees and for current employes upon the initial implementation of the uniform in 2024.

For an initial distribution of uniforms to an employee, the City may provide the employee with an allowance to spend through the website of the City's uniform provider or with a (non-physical) voucher to cover the cost of the initial uniform.

Uniform and maintenance allowances shall be prorated for employees who are on unpaid leave (other than FMLA or military leave), suspended or lay-off status for more than thirty (30) consecutive days.

Employees provided uniforms, a uniform allowance, or safety equipment shall report to work properly attired and equipped. Failure to do so will result in discipline. All clothing and uniforms shall be picked up by the date designated in the Department Notice.

Employees who have been employed in the Real Time Crime Center for at least five (5) years as of March 1 will have the option of receiving their uniform credit in cash.

Employees will not be required to have Class A, B, or C uniforms as is required of patrol officers.

Employees on a detail assignment shall dress in accordance with the directives for the unit to which they are detailed/assigned.

ARTICLE 27
HOLIDAYS

All regular full-time employees shall be entitled to twelve (12) paid holidays (inclusive of the two (2) floating holidays (a.k.a PH days) as follows:

New Year's Day	Juneteenth
Dr. Martin Luther King Day	Independence Day
President's Day	Labor Day

Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

Employees are entitled to two (2) floating holidays (a.k.a. PH days) in each calendar year. If taken the employee is compensated based on his or her regular hours. If not taken, such days are paid out or credited/banked based on an 8-hour day. At each employee's option, unused floating holidays shall be paid out or credited to the employee's banked paid time off at the end of each calendar year. Use of banked paid time off will be granted contingent upon operational needs and a request by the employee being submitted for consideration at least ten (10) days prior to the date being requested. If the operating needs of the Department cannot be met because there are too many requests for a specific day or for any other reason, the request will be considered and approved in accordance with job classification seniority. New hires cannot use floating holidays during their probationary period.

To be entitled to holiday pay, an employee must be on the active payroll (i.e. actually receives pay) on the last regular work day before and the first regular work day after the holiday unless absent because of bona fide illness or injury or funeral leave, but in no case shall an employee receive holiday pay if he/she receives no pay during the holiday week (regardless of the cause of absence).

Compensation for Holidays. Employees regularly scheduled to work on a holiday will be paid at their regular hourly rate for all hours worked and will receive banked paid time off at a rate of 1.5 hours times the hours worked on the holiday. Employees not regularly scheduled to work on a holiday who nevertheless work on the holiday will be paid 1.5 times their regular hourly rate for all hours worked on the holiday and will receive banked time off at a rate of 1.5 hours times the hours worked on the holiday. Employees not scheduled to work on a holiday who do not work will receive eight (8) hours of pay at their regular rate.

Each employee's banked time off may be capped at two hundred and forty (240) hours, with the City having discretion to pay out additional accrued time above that limit.

Observance. New year's Day, Independence Day, and Christmas Day shall be observed on the day on which they occur.

Family Day. Employees may request up to two (2) days off per calendar year for graduation, wedding or religious ceremony or similar family event, and will give not fewer than fifteen (15) days or more than one hundred and twenty (120) days written notice of said request. Such day off shall be granted unless a conflict exists with the emergency operational needs of the Department and employees shall use their accumulated banked paid time off and PH days, but not sick-time, for the day off. A family day request shall have priority over all other time-off requests and will be granted based on order of request. In the event that more than one employee requests the same day off and the requests are made during the same shift, the Family Day will be granted based on job classification seniority.

ARTICLE 28
FURLOUGHS

All regular full-time employees shall be granted the following vacation leave with full pay for each year based upon their length of continuous City service as of December 31st of the preceding year, follows:

Continuous Service	Vacation
After 30 days	2 weeks
After 5 years	3 weeks
After 12 years	4 weeks
After 22 years	5 weeks

There will be fifty-two (52), one-week furlough periods, scheduled during each calendar year. One week of furlough is defined as forty (40) hours. Furloughs will be selected on a seniority basis. Employees may take their earned furlough by selecting consecutive furlough weeks or by

selecting separate one-week furlough periods. There will be an even distribution of personnel among the fifty-two (52) furlough periods as ideally as possible.

The administration of vacations (including eligibility requirements) shall be in accordance with the following rules and regulations:

(a) Any employee who has completed thirty (30) days of continuous employment by December 31, of the previous year, shall receive two (2) weeks vacation.

(b) Any employee who has completed less than one (1) year of continuous employment by December 31, of the previous year, shall receive two (2) weeks vacation upon competing thirty (30) days of continuous service.

(c) Any employee who has completed five (5) years of continuous employment by December 31, of the previous year, shall receive three (3) weeks vacation during every year thereafter.

(d) Any employee who has completed twelve (12) years of continuous employment by December 31, of the previous year, shall receive four (4) weeks vacation.

(e) Any employee who has completed twenty-two (22) years of continuous employment by December 31, of the previous year, shall receive five (5) weeks vacation.

(f) For vacation purposes, an employee's continuous employment is defined as the period of time during which he is continuously listed as an employee on the rolls of the City, including authorized paid leaves of absence.

(g) Time in authorized leave of absence (off payroll) shall be deducted for purposes of computing the amount of employment.

(h) An employee who is on leave of absence without pay for a period totaling more than thirty (30) calendar days in any calendar year, shall earn vacation leave at the rate for which he is eligible based on length of service as follows:

Less than eight (8) years service	1 day per month, not to exceed two (2) weeks
Eight (8) years, but less than twelve (12) years service	1-1/2 days per month, not to exceed three (3) weeks
Twelve (12) years, but less than twenty-two (22) years service	2 days per month, not to exceed four (4) weeks
Twenty-two (22) years service	2-1/2 days per month, not to exceed five (5) weeks

(i) An employee may use any vacation leave earned prior to December 31, of the preceding year. Vacation leave being earned currently in any calendar year may not be used until after December 31, of that year, except in the year in which employee terminates his employment.

Bridge Days. Upon request, employees on ten-hour shifts shall be granted up to one (1) bridge day per furlough week, deducted from the employee's banked paid time off, which must be used between a V-day and a furlough day to "bridge" the time off.

ARTICLE 29
DISCIPLINE

Discipline is defined as any verbal or written warning, suspension, discharge, demotion, or reduction in pay. No discipline shall be imposed except for just cause. In the case of suspension or discharge, the employee has a right to have a Director or Union Officer present and, upon request, will be permitted to discuss his suspension or discharge in an area provided by the City

before he/she is required to leave the premises. If a Director is being disciplined, he/she has the right to be represented by a Union Officer.

Notwithstanding City Civil Service Rule 9.23, the City may prefer low level charges for attendance violations or refusal to work mandatory overtime without all charges of a more serious nature being brought at the same time.

An employee who is suspended or discharged shall be given a written notice stating the reason for-the disciplinary action within seven (7) working days. Upon request by the employee, a copy of the written notice will be given to the Union. All suspensions shall be for a specific number of work days. Any disciplinary action taken as a result of an employee's violation of the No-Strike Section shall not be appealable through the grievance procedure.

When computing days of suspension, holidays shall count as working days. However, in those instances where a disciplinary suspension causes an employee to be in inactive pay status on the last work day prior to the holiday, such employee shall not be entitled to holiday pay in accordance with the holiday section.

The City shall not consider, as a basis of progressive discipline, any reprimand, suspensions, or other disciplinary action which occurred more than three (3) years previous.

The Deputy Chief can administer discipline up to and including five (5) day suspensions.

Employees can be subject to immediate discharge for, including but not limited to, the following offenses:

1) Theft of City property;

2) Conviction of an offense related to the sale of drugs; and

3) Conviction of two (2) DUI offenses within a two (2) year period for employees who regularly drive City vehicles.

Employees are obligated to report convictions for DUI and drug related offenses. Failure to report such convictions may result in immediate discharge.

Work rules shall be applied to all employees in the bargaining unit in a reasonably uniform manner.

All employees are required to notify the City within ten (10) calendar days of the date on which they knew that they were criminally charged with, convicted of, or arrest warrants had been issued for:

1. a felony, or

2. a misdemeanor.

Exempt from this provision are minor misdemeanors as defined in the Ohio Revised Code if they do not involve alcohol, drugs or other controlled substances or use of a computer. Failure to notify the City may result in discipline. It shall not be a violation of this notice requirement if exigent circumstances compel a longer period before an employee provides notice.

Bargaining unit members will not be assigned to investigate the conduct or work performance of fellow bargaining-unit members.

Employee Rights: In the administration of this Article, employees are afforded the following rights:

a. The City will conduct interviews under this section at hours reasonably related to an employee's shift for reasonable periods of time and will allow for appropriate breaks. An employee shall have a right to the presence of a CPPA representative and/or a CPPA attorney during such interviews. The City will provide to the employee and the CPPA any written or recorded statement the employee makes in the interview upon request.

b. The City will not release any employee's personal information without consent unless the release is required by Ohio or federal law.

c. In the event that a formal disciplinary hearing is held, an employee shall have the right to the presence of legal counsel and/or a representative of the CPPA and the attorney and/or representative shall have the right of cross-examination. An employee and/or the CPPA must provide notice of the attendance of legal counsel before any disciplinary hearing unless it is apparent that legal counsel will be in attendance.

ARTICLE 30
MANAGEMENT / LABOR COMMITTEE

A Management/Labor Committee shall be established to discuss areas of concern. This Committee shall consist of at least one (1) member of management and a maximum of two (2) members of the Union, if operational needs allow. Meetings shall be convened at times agreed upon by the parties.

ARTICLE 31
GRIEVANCE PROCEDURE

A grievance is a written claim or complaint arising under and during the term of this Contract filed by an employee or a group of employees or the Union (involving a single common issue or event) covered by this Contract with regard to the interpretation or application of this Contract, including any and all disciplinary actions as they relate to alleged violations of this Contract.

An employee who believes he has a grievance has a right to notify his Union Director of the situation and discuss it; however, proper regard for the City's operational needs and prior authorization of the supervisor is required. Every grievance must be dated and signed by a Union

official and must set forth the complete details of the grievance including the provision(s) allegedly violated, the history of the occurrence (date, time, etc.), and the relief requested. Grievances may be electronically signed. Nothing in this procedure shall prevent an employee from discussing the matter with his Supervisor(s) in an attempt to resolve any problem before filing a grievance. It is the intent of the City and the Union to share information pertaining to grievances at all Steps of the grievance procedure.

Step 1: A grievance shall be presented to the employee's Commander within fourteen (14) calendar days after the event giving rise to said grievance. The Commander or his/her designated representative will meet with the Union Director and/or the local Union officer (the City or the Union may request the presence of the grievant) within ten (10) calendar days from receipt of the grievance in an effort to resolve said grievance and shall render an answer in writing within ten (10) calendar days of the Step 1 answer. Grievances concerning payment of wages or discharge may be filed at Step 3 within the fourteen (14) calendar day time limit.

This answer shall set forth in detail the settlement reached between the parties. Agreement on this settlement shall be noted by both parties in writing on the grievance form. In the event the grievance is not resolved, the answer shall set forth in detail the reason or reasons for the denial of the grievance.

Step 2: If a grievance is not satisfactorily settled at Step 1 of the grievance procedure, the Union may appeal the grievance in writing to the Safety Director or his designated representative within fourteen (14) calendar days of the Step 1 answer. The Safety Director or his designated representative shall schedule a meeting with the local Union President and/or local Union officer(s) within twenty (20) calendar days after receipt of the written appeal. The City or the Union may request that the grievant also be present. The Safety Director or his designated representative will

render an answer in writing within twenty (20) calendar days after the Step 2 meeting. The answer will set forth in detail the settlement reached between the parties. Agreement on this settlement shall be noted by both parties in writing on the grievance form. In the event the grievance is not resolved, the answer shall set forth-in detail the reason or reasons for the denial of the grievance.

Step 3: If the grievance is not satisfactorily resolved at Step 2, the Union may appeal the grievance in writing to the City's Labor Relations representative within fourteen (14) calendar days of the Step 2 answer. The Union will make a reasonable effort to include the grievance history with the appeal. The City's Labor Relations representative will meet with the Union's business representative, local Union President, and/or local Union officer(s) within twenty (20) calendar days from receipt of the written appeal.

The City will render an answer in writing to the Association within twenty (20) calendar days after the Step 3 meeting.

Step 4: Any grievance not satisfactorily settled at Step 3 may be submitted for arbitration. Such must be submitted in writing within thirty (30) calendar days of the Step 3 answer. The selection of an arbitrator shall be by agreement or under the auspices of AAA.

The parties shall bear equally the fees and expenses of the arbitrator. The aggrieved employee, local Union officer, local Union President, and/or any necessary witness will not lose regular straight-time pay for time spent at arbitration proceedings, provided the Union notifies the City of the names of the individuals whom they are requesting to be present at least seventy-two (72) hours prior to the hearing.

In instances where the City objects to arbitration, and the Union chooses to proceed, the first question to be placed before the arbitrator will be whether or not the alleged grievance related to specific provisions covered by the Contract and/or whether or not the grievance has been timely

processed and is, therefore, arbitrable. If the arbitrator rules that the grievance is not arbitrable, the grievance will be considered concluded at that point in favor of the City.

If the arbitrator determines that the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

The arbitrator's decision shall be rendered to both parties in writing within thirty (30) calendar days and shall be final and binding on both parties. The arbitrator shall have no authority to: add to, subtract from, disregard, or modify any provisions of this Contract, and shall confine his decision to the express issue(s) put before him by the parties relating to express terms and provisions of this Contract. An arbitrator may rule on the validity of a verbal or written warning, if it is presented on the basis for further progressive disciplinary action.

Enforcement of Award: Arbitration awards shall be implemented in good faith and within a reasonable time after their issuance, or after any good faith appeals of an award are completed. Where a party has failed to implement or appeal an award in good faith and/or within a reasonable time, that party shall bear the court costs and/or arbitrator's fees of the other in any subsequent proceedings to mandate compliance with the award.

A grievance which is untimely filed or untimely appealed by the Union may be denied on that basis.

Any grievance for which the response by management is not timely may be appealed by the Union to the next step.

Computation of time. For purposes of this section, timeliness is counted as calendar days from the date of the incident, the date of service of either the answer, or the appeal notice, as applicable. Extensions of time limits shall be by mutual agreement and must be verified in writing and signed by the parties. The date of occurrence of the event causing time to run is not counted

in the computation of any time limit. The last day of the period is included in the computation of the time limit. If the last day of a period is not a regular business day, the time period runs through the end of the next regularly scheduled business day.

Expedited Arbitration. If a grievance concerns a dispute about the meaning of the contract and the dispute is likely to arise repeatedly during the pendency of the normal arbitration process, the Association and the City may, by agreement, submit the dispute for expedited arbitration pursuant to the Expedited Arbitration Rules of the American Arbitration Association.

ARTICLE 32
STRESS UNIT

Employees shall be given access to any stress unit to which uniformed safety personnel have access. In recognition of the possibility that an employee may be subject to an extraordinary stressful situation in the course of his/her employment, the City may grant any employee so involved or exposed either a paid or an unpaid administrative leave. Employees may use their own or donated accumulated time to maintain income during an unpaid administrative leave. The determination and the final decision of the use and duration of an administrative leave will be made by the City.

ARTICLE 33
DRUG/ALCOHOL TESTING

1) Policy Statement: Both the Union and the City recognize illegal drug usage and workplace alcohol abuse/misuse as a threat to the public safety and welfare and to the employees of the Police division. Thus, the Division will take the necessary steps, including drug and alcohol testing, to maintain a drug/alcohol free workplace. The goal of this policy is education, prevention and rehabilitation rather than termination.

2) Definitions:

a) The term "drug" includes cannabis/marijuana (THC) as well as other controlled substances as defined in the Ohio Revised Code.

b) The term "illegal drug usage" includes: (a) the use of cannabis/marijuana (THC); (b) any controlled substance which has not been legally prescribed and/or dispensed; or (c) the abusive use of a legally prescribed drug.

c) The term "drug test" means a urinalysis test consisting of an initial screening step and a confirmation step employing the gas chromatography/mass spectrometry (GCIMS) method utilizing urine samples collected according to collection methods and chain of custody procedures consistent with United States Department of Transportation ("D.O.T.") regulations.

d) The term "Misuse of Alcohol" means the use or possession of ethyl or methyl alcohol in the workplace, or testing positive (as defined in paragraph (e)) for the presence of alcohol in an employee's system while at work.

e) The term "Alcohol Test" means a breath analysis test selected and certified under Federal Standards. An initial positive level of .03 grams per 210L of breath shall be considered positive for purposes of authorizing a confirming alcohol test. If initial screen results are negative, i.e., below the positive level, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's personnel file. Only employees with screen test results that are positive on the initial screen shall be subject to confirmation testing for alcohol. With respect to confirmation testing, a positive alcohol level shall be .03 grams per 210L of breath. In confirmatory breath testing results are negative, i.e., below the positive level, all records of the testing shall be expunged from the employee's personnel file.

f) "Voluntary Participation in a Dependency Program" means in the absence of a positive test result or a request to take a drug/alcohol test, an employee seeks the professional assistance of a treatment program supervised by the Medical Director and/or members of the Employee Assistance Unit or pursuant to another City program such as Recovery Resources and/or a program covered by the employee's insurance plan.

All employees will be informed of the Division's drug/alcohol testing policy. Employees will be provided with information concerning the impact of the use of drugs on job performance. In addition, the employer will inform the employees of the manner in which these tests are conducted, the reliability of the tests performed, under what circumstances employees will be subject to testing, what the tests can determine and the consequences of testing positive for illegal drug use and alcohol abuse/misuse. All new employees will be provided with this information when initially hired. No employee shall be tested until this information has been provided.

3) Basis for Ordering an Employee to be Tested for Drug/Alcohol Abuse: Employees may be tested for drug/alcohol abuse misuse during working hours under any of the following conditions:

a) Reasonable Suspicion. Where there is reasonable suspicion that the employee to be tested is using or abusing illegal drugs or alcohol while on duty. Such reasonable suspicion must be based upon objective facts or specific circumstances which present a reasonable basis to believe that an employee is using alcohol or illegal drugs in violation of this policy. Two examples of where reasonable suspicion shall be deemed to exist are where there has been a serious on-duty injury to an employee, or another person, the cause of which is otherwise unexplained, and where an employee, while driving a city vehicle, becomes involved in a traffic accident which results in physical harm to persons or property where the circumstances raise a question as to the existence

of substance abuse by the employee involved. The listing of these examples is not intended to exclude other situations which may give rise to reasonable suspicion of abuse. A supervisor ordering an employee to take a drug/alcohol test shall give the Chief of Police, in writing, his/her "reasonable suspicion" reasons for ordering the test. A copy of the "reasonable suspicion" reasons shall be provided to both the employee and the Union upon request.

b) For Random Testing. The term "Random Testing" means employees during their normal tour of duty, are subject to Random Drug/Alcohol Testing, effective after the employee education process (as stated above) is completed. The annual number of such random tests shall not exceed twenty-five percent (25%) of the members covered by the contract as of January 1 of each calendar year (if testing commences later than March 31, the number of tests taken shall not exceed a pro-rated amount of 25% of the members). Such tests shall be reasonably spread throughout the year. Member(s) notified of their selection for random drug/alcohol testing shall proceed immediately to the collection site. A member who is on a regularly scheduled V-Day, furlough Day, already absent due to illness or injury, on paid time off (approved before the member was scheduled for testing) or under subpoena from a Court, shall be excused from testing, but will remain subject to future random testing.

c) Prior to a return to duty after participation in a substance abuse rehabilitation program regardless of the duration of the program, and following an employee's return under these circumstances wherein the employee shall be required to undergo three (3) unannounced urine tests within the one-year period starting with the date of return to duty.

d) For post-accident testing, where an accident results in a reportable injury or property damage of one thousand dollars ($1,000.00) or more. Such testing shall take place within a reasonable time following the accident.

Prior to obtaining a drug/alcohol test from an employee as set forth in sections (a) through (c) above, the City shall instruct the employee that the results of the drug/alcohol test can result in termination from employment.

(e) Only positive results may be reported to the employee's supervisor. Employees who do not test positive on a random test shall be permitted to return to work.

4) Urine Samples: Specimen collection will occur in a medical setting and conform to D.O.T. regulations. The procedures should not demean, embarrass, or cause physical discomfort to the employee.

Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence.

The employee will complete a form indicating the use of all drugs currently being taken and identify the prescribing physician.

The employee designated to give a sample must be positively identified prior to any sample being taken.

Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure that the results match the employees tested. Samples shall be stored in a secure and refrigerated atmosphere until tested or delivered to the testing lab.

Upon request, an employee shall be entitled to the presence of a union representative before testing is administered.

5) Testing Procedure: The Laboratory selected by the City to conduct the analysis must be a federally certified laboratory experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis testing. The testing or processing phase shall consist of a two-step procedure.

(i) Initial screening step, and

(ii) Confirmation step.

The urine sample is first tested using a screening procedure. (EMIT or an equivalent test). For a specimen testing positive, a confirmatory test employing the gas chromatography/mass spectrometry (GCIMS) test (or an equivalent test) will be used. An initial positive report will not be considered positive; rather it will be classified as confirmation pending. Where a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than one (1) year. Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such. All test results shall be evaluated by suitable trained medical or scientific personnel prior to being reported. All unconfirmed positive test records shall be destroyed by the laboratory. Test results shall be treated with the same confidentiality as other employee medical records. Test results used as evidence for disciplinary action shall also be entitled to the same confidentiality. An employee who tests positive for drugs and or alcohol will be given the opportunity to review the tests and, if desired, a reasonable opportunity to rebut the results.

6) Medical Review Officer:

The City shall maintain a Medical Review Officer ("MRO"). The MRO shall review any positive test results before a determination is made regarding a violation of this policy. The MRO will be available to discuss the test results with the employee.

7) Disciplinary Action:

a) Drugs. Employees who as a result of being drug tested on the basis of reasonable suspicion are found to be using illegal drugs shall be subject to dismissal. Employees who test positive for illegal drugs pursuant to a random test or who are found to be abusing drug(s) which

have been legally prescribed shall be subject to dismissal unless the employee agrees to participate in and satisfies the obligations of a treatment program supervised by the Medical Director and members of the Employees Assistance Unit. Any employee who tests positive for a second time pursuant to a random test or who is found for a second time to be abusing drugs which have been legally prescribed shall be subject to dismissal.

b) Alcohol: An employee who tests positive for alcohol shall be subject to dismissal unless the employee agrees to participate in and satisfies the obligations of a treatment program supervised by the Medical Director and members of the Employees Assistance Unit.

An employee who agrees to participate and satisfies the obligations of this treatment program will be subject to discipline up to a three (3) day suspension (but is also subject to additional discipline for other rules violations).

Any employee testing positive for alcohol for a second time shall be subject to dismissal,

c) Refusal to submit to a drug/alcohol test, or adulteration of, or switching a sample shall also be grounds for dismissal.

8) Right to Appeal: An employee disciplined as a result of a drug test has the right to challenge such discipline beginning at Step 3 of the grievance procedure.

9) Voluntary Participation in a Dependency Program: Employees who may be drug/alcohol dependent are encouraged to voluntarily seek professional assistance through a treatment program supervised by the Medical Director and/or members of the Employee Assistance Unit or through another City program such as Recovery Resources and/or a program covered by the employee's health insurance plan. Voluntary assistance should be sought BEFORE the drug abuse affects job performance or endangers fellow employees or members of the public.

Participation in a dependency program is voluntary and strictly confidential. Under provisions of GPO 25-85, neither the City administration, the Division of Police nor any unit or entity within the City shall have access to the program's files and records. However, the Chief of Police or his designee of the Medical Unit shall be advised when an employee is hospitalized or is an outpatient as part of drug dependency rehabilitation. Also, upon written request of the participating employee, efforts at rehabilitation will be divulged on his/her behalf in cases of disciplinary action.

10) Illegal drug use or alcohol misuse or participation in any substance abuse dependency or rehabilitation program will not preclude disciplinary action against employees for any law or rule violation even though such law or rule violation may have been connected in part with drug/alcohol abuse, and/or even if the rehabilitation program is voluntarily undertaken.

11) The Union shall be indemnified and held harmless for the violation of any employee's constitutional, common law, or statutory rights. The City is not responsible for any legal obligations and costs for claims based on the Union's duty of fair representation.

12) The Union shall be permitted reasonable access to all records, facilities, documents, and procedures necessary to enable it to properly and effectively monitor all aspects of this program, and shall in no event be excluded from any procedure where Association presence is requested by an employee, (and a representative is readily available), or be denied access to any records which an employee has requested be provided to the Association and to which an employee is entitled to have access. The City shall provide the Union on an annual basis, a list of employees tested and the date of each test.

13) Employees voluntarily participating in a dependency program shall be permitted to use accumulated time of any type to maintain income during periods in which they cannot work

ARTICLE 34
NEW EMPLOYEE / TRANSFER OF CREDITS

The City may, within its sole discretion, grant or deny credit for any prior governmental or public service for employers other than the City of Cleveland for purposes of computing furlough and sick leave benefits.

ARTICLE 35
PAID TIME OFF DONATION

Bargaining unit members may donate accumulated sick time to, and may receive accumulated sick time donations from, any members of the bargaining units represented by the CPPA under the following conditions:

1) Eligible Donees. Any bargaining unit member who is eligible for sick leave, has exhausted his/her own sick leave, furlough and banked paid time off, who is suffering from a serious medical condition as defined by the FMLA, whether or not an FMLA leave has been formally applied for or granted, and who has not been within the steps of the sick leave abuse policy or otherwise disciplined for sick leave abuse during the previous twelve (12) months, is eligible to receive donations.

2) Eligible Donors. Any CPPA-represented bargaining unit may donate up to a maximum of forty-eight (48) hours per donation. In order to make a donation, an employee must have a sick leave balance of eighty (80) hours immediately following the donation and must sign a written contribution agreement. Donations will be expeditiously processed by the City as they are received. The parties acknowledged that the pool of potential donors is being extended to CPPA-represented bargaining unit members to account for the limited number of bargaining unit members in the Investigative Research Specialist bargaining unit at the time this contract was negotiated.

3) Donations. Eligible donees may request sick time donations by completing and signing a Request for Donation form and submitting it to the Union.

Requests for donations shall be posted on the bulletin board for a period not to exceed seven (7) days. Donations will be deducted from the donor's accumulated sick leave time at his/her hourly rate -- and credited to the account of the recipient at his/her hourly rate. All donations are irrevocable.

Indemnification. The Union shall indemnify and hold harmless the City from any damages, liabilities, obligations, claims, costs and expenses, including, without limitation, reasonable attorneys' fees, arising from or attributable to any act or omission of the City or any employee thereof in administering this provision except as pertains in the normal course of the grievance/arbitration provision of this Agreement, and except in those cases where donor and donee eligibility requirements have been met and donation has otherwise not been approved by the City.

ARTICLE 36
LEGALITY

In the event that any portion of this agreement is found by a court to be unlawful, the remainder of the Agreement shall not be affected, and the City and the Union shall promptly meet to negotiate a lawful alternative provision.

ARTICLE 37
MEDIA

Unless required by applicable law, the City shall not disseminate the names, addresses, telephone numbers or other personal data of a bargaining unit member. Reasonable notice will be provided to bargaining unit members prior to filming, taping or interviewing by the media.

ARTICLE 38
PARKING

Bargaining unit members who are regularly employed at the Justice Center and City Hall shall be entitled to parking privileges at the Willard Park Garage as long as such garage is open. If the City institutes a monthly parking fee for all City employees, and the monthly parking fee exceeds twenty-five dollars ($25.00), the excess will be paid out of the Safety Forces Budget. Bargaining unit members requested for Court testimony or similar short-time official City business will continue to be given free parking. Bargaining unit members shall get free parking if other City Hall employees get free parking. Employees who can be identified and who fail to pay tickets/fines on City vehicles, authorize the City to deduct the amount of the fines from their pay once all administrative appeal process(s), if applicable, have been exhausted.

ARTICLE 39
EDUCATION INCENTIVE

The city will consider requests for reimbursement for the cost of job-related seminars taken by employees.

ARTICLE 40
DURATION

This Contract represents a complete and final understanding on all bargainable issues between the City and the C.P.P.A. and it shall be effective as of the date of ratification by the Association and City Council (ratified by City Council on XX/XX/XX) and remain in full force and effect through March 31, 2025.

THE CITY OF CLEVELAND	THE CLEVELAND POLICE PATROLMEN'S ASSOCIATION
_____	_____
_____	_____
_____	_____
_____	_____