

**COLLECTIVE BARGAINING
AGREEMENT**

BY AND BETWEEN

THE CITY OF INDEPENDENCE

AND THE

**FRATERNAL ORDER OF POLICE LODGE
#67
(SUPERVISOR'S UNIT)**

TERM: JANUARY 1, 2025

THROUGH

DECEMBER 31, 2027

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ARTICLE 1
PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Independence hereinafter referred to as "the City," and the Fraternal Order of Police Lodge #67, hereinafter referred to as "the FOP."

ARTICLE 2
PURPOSE AND INTENT

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

ARTICLE 3
RECOGNITION

3.01 The FOP is recognized as the sole and exclusive representative for negotiating wages, hours and terms and conditions of employment. Wherever used in this Agreement, the term "bargaining unit" shall mean the supervisors' unit consisting of all full-time sworn Sergeants and Lieutenants whichever is applicable based upon the classification of an employee or employees entitled to the benefits or subject to the obligations of the conditions of this Agreement.

3.02 All positions and classifications not specifically established herein as being included in a bargaining unit shall be excluded from that bargaining unit.

3.03 Notwithstanding the provisions of this Article, part-time, seasonal, temporary, probationary, management, supervisory, confidential, fiduciary, casual, and all other employees of the City shall be excluded from the bargaining unit.

ARTICLE 4
GENDER AND PLURAL

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

ARTICLE 5

HEADINGS

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

ARTICLE 6 NON-DISCRIMINATION

6.01 The City and the Union agree not to discriminate against any employee(s) on the basis of race, religion, color, national origin, age, sex, disability, ancestry, genetic information, or military status, or any other characteristic protected by applicable law.

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

ARTICLE 7 MANAGEMENT RIGHTS

7.01 Any and all rights concerned with the management of the Independence Police Department are the exclusive and sole responsibility of the City. It is further recognized that the City has the right to:

- 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 City, standards of services, its overall budget, utilization of technology, and organizational 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;
- E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the City as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the City as a governmental unit.

ARTICLE 8

DUES DEDUCTION

8.01 Membership. All employees eligible to become members of the bargaining unit shall have the option of becoming dues paying members of the Union.

8.02 Notification of Additional Hires/Separations from Unit Classifications. The Employer, upon request, shall provide the Union with a list of all full-time employees occupying bargaining unit classifications as defined herein. Said list shall be revised by Employer upon separation of employees from employment or addition of employees through hiring. This provision creates no separate rights for the Employer or Union and is intended for informational purposes only. It does not constitute staffing levels and does not create positions within the CBA.

8.03 Deduction Procedures/Indemnification. The City agrees to deduct Union dues from any Union member who provides written authorization for a payroll dues deduction. The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits, or other liability that may arise by reason of any action of the City in complying with any of the provisions in this Article.

8.04 Payment of Deductions. Deductions for dues will be made monthly and paid to the Union. An alphabetical list of all bargaining unit employees for whom deductions were made, along with social security numbers and current addresses, will be given to the Union on a quarterly basis. The list will specify the names of persons who were removed or added to the previous list and state the reason for the change.

ARTICLE 9 ASSOCIATION REPRESENTATION

9.01 The parties recognize that it may be necessary for an employee representative of the FOP to leave a normal work assignment while acting in the capacity of representative. The FOP recognizes the operational needs of the City and will cooperate to keep to a minimum the time lost from work by a representative. Before leaving an assignment pursuant to this section, the representative must obtain approval from the officer in charge of the shift. The City will compensate a representative at the normal rate for the time spent in the good faith processing of grievances, and at any meetings at which the City requests a representative to be present during their regular working hours.

ARTICLE 10 NO STRIKE

10.01 The City and the FOP agree that the Grievance Procedure provided herein is adequate to provide a fair and final determination of issues covered under the terms of this Agreement.

10.02 The FOP and any member of the "bargaining unit," for the duration of this Agreement, shall not directly or indirectly call, sanction, encourage, finance, participate, or assist

in any way in any strike, slowdown, walkout, concealed "sick leave" or mass resignation, work stoppage or slowdown, or other interference with the normal operations of the City. A breach of this Section by an employee shall be proper cause for discharge or other disciplinary action by the City.

10.03 The FOP and its officers and/or stewards shall, at all times, cooperate with the City in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.

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

A breach of this section shall constitute proper charge for disciplinary action.

10.04 The City shall not lock out any employees for the duration of this Agreement.

ARTICLE 11 **DISCIPLINE**

11.01 Disciplinary action taken by the City shall be for just cause.

11.02 Notice of Discipline. All non-probationary employees who are suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action.

11.03 Predisciplinary Conference. Prior to any discipline being imposed, the non-probationary employee shall be given a meeting to respond to the Police Chief or his designee.

11.04 Disciplinary Appeals. In the case of a suspension or a dismissal, a non-probationary employee may immediately file a grievance at Step 3 of the Grievance Procedure contained in Article 14 of this Agreement. Such Step 3 hearing shall be held within ten (10) calendar days of the filing of the grievance and be answered within five (5) calendar days of the hearing.

11.05 Last Chance Agreements. The parties explicitly acknowledge the use and validity of last chance agreements. Such agreements, when entered into by the Employer, employee, and the Union, shall not require the ratification of the bargaining unit as a whole, nor the legislative body for the City, in order to be enforceable.

ARTICLE 12 **EMPLOYEE RIGHTS**

12.01 Purpose of Questioning/Employee Status. An employee will be informed of the

nature of any investigation of himself prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

12.02 Union Representation. An employee may request the presence and advice of an FOP representative at investigatory interviews which the employee reasonably believes will result in disciplinary action. A representative shall not be a person who is subject to interrogation as a result of the incident out of which the investigation arose.

12.03 Criminal Investigations. An employee who is to be questioned by the City of Independence as a suspect in any investigation of any criminal charge against him shall be advised of his constitutional rights before any questioning starts. The Miranda protocol will be observed.

12.04 Administrative Investigation/Garrity Warnings. Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions, he shall be advised that his refusal to answer such questions may be the basis of a new charge. Before any administrative interrogation of an employee, said employee shall be provided his/her Garrity Rights.

12.05 Interview Procedure. 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. Interrogation sessions shall be provided for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities.

ARTICLE 13 **PERSONNEL FILES**

13.01 An employee may obtain information from or add information to his personnel file in accordance with Chapter 1347 of the Ohio Revised Code.

ARTICLE 14 **GRIEVANCE PROCEDURE**

14.01 It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the City. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of representatives of each party to protect and preserve the Grievance Procedure as an orderly means of resolving grievances. Actions by the City or the FOP which tend to impair or weaken the Grievance Procedure are improper.

14.02 A grievance is a dispute or difference between the City and the FOP, or between the City and the employee concerning the interpretation and/or application of and/or compliance with any provision of this Agreement. When any such grievance arises, the following procedure will be observed.

Step 1. An employee who has a grievance must submit it in writing to the Police Chief within five (5) calendar days after the occurrence of the events upon which his grievance is based. The

grievance shall include the name and the position of the grievant, the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant. The grievance shall be signed and dated by the grievant and/or the steward. The Police Chief shall give his answer within seven (7) calendar days after receipt of the grievance. The Police Chiefs answer shall be given to the grievant or the FOP.

Step 2. If the grievance is not satisfactorily settled with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Mayor within five (5) calendar days from the date of the rendering of the decision at Step 1. Copies of the written decisions shall be submitted with the appeal. The Mayor or his designee shall meet with the grievant and/or a representative of the FOP within twenty (20) days after receipt of the appeal. The Mayor or his designee shall issue a written decision to the employee and his FOP representative within thirty (30) days from the date of the meeting.

Step 3. In the event a grievance is unresolved after Step 2, then within ten (10) days after the rendering of decision at Step 2, the grievant may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the Union will request the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) to submit a panel of arbitrators and the parties will choose one (1) by the alternative strike method.

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

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

The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be shared equally by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Employees who are reasonably necessary to the resolution of the grievance shall attend the arbitration hearing without the necessity of subpoena and shall suffer no loss in pay during which attendance is required by the City. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed three (3) employees.

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

14.03 The time limits set forth in the Grievance Procedure shall, unless extended by

mutual written agreement of the City and the FOP, be binding, and any grievances not timely presented, or timely processed thereafter, shall not be considered a grievance under this Agreement. Any grievance not timely processed by the City at any of the preceding steps may be immediately referred by the FOP to the next level.

14.04 Calendar days as provided within the Grievance Procedure shall not include Saturdays, Sundays, or Holidays.

14.05 An employee may present grievances and have them adjusted, without the intervention of a representative of the FOP, as long as the adjustment, if any, is not inconsistent with the terms of the Agreement. A representative of the FOP shall have the opportunity to be present at such adjustment.

14.06 The FOP shall submit in writing the name of the employee to act as steward for the purpose of processing grievances as defined in the Grievance Procedure. The City shall be notified in writing of changes of all Officers of the Local and stewards as they occur. These employees shall not be permitted to function as a steward until the FOP has presented the City with written certification of that person's selection.

ARTICLE 15 **LAYOFFS**

15.01 Members of the bargaining unit may be laid off only for lack of work or lack of funds.

15.02 In the event of a layoff situation, members of the bargaining unit will be laid off in accordance with their departmental seniority (last hired, first laid off).

15.03 A member of the bargaining unit who is laid off shall be subject to recall from layoff for a period of two (2) years.

15.04 A recall from layoff will be based upon departmental seniority (last off, first recalled).

ARTICLE 16 **MISCELLANEOUS**

16.01 Medical Examinations. In any instance where the City sends an employee for a medical examination, the City shall pay the cost of the examination.

16.02 Bulletin Board. The FOP will be allowed one (1) locked bulletin board for official FOP notices to be located in the Police Department. The FOP will be the sole holders of the key to the board.

16.03 Paychecks. The City will attempt to have paychecks available for employees

after 4:00 p.m. on Thursday afternoon shift of the pay cycle.

16.04 Equipment. The City will maintain equipment in proper and good working condition and employees covered by this Labor Agreement have an obligation and responsibility to do the same.

16.05 Probationary Status The probationary status of employees hired on or after January 1, 1989, shall include all the formal training time (state mandated Basic Police Academy and the City Field Training Officer Program) plus one (1) year of active patrol duty. For the purposes of this Section, the length of the City Field Training Officer Program shall not exceed the numbers of weeks that are in effect as of December 31, 1988.

16.06 Entitlements/Benefits in the Event of Employee's Death In the event of an employee's death, all earned and accrued economic employment entitlements and benefits that the employee would be eligible to receive at the time of death, shall pass to the officer's spouse or estate.

ARTICLE 17 **PROMOTIONS**

17.01 When in the City's sole determination a vacancy or vacancies exist in the Sergeant or Lieutenant classifications, the City shall make such promotional decisions consistent with the following "Rule of Three" procedure: For one (1) vacancy the promotional selection will be made from the three (3) persons standing highest on the Civil Service eligibility list.

- (1) For 2 to 4 vacancies, add 2 to the number of vacancies.
- (2) For 5 to 8 vacancies, add 4 to the number of vacancies.
- (3) For 9 to 12 vacancies, add 6 to the number of vacancies.
- (4) For 13 to 16 vacancies, add 8 to the number of vacancies.

17.02 Beginning at the top of the Civil Service eligibility list every employee who is available but not permanently appointed must be considered three (3) times in a group of three (3) or more before his name may be dropped from further consideration by the appointing authority and his name shall be removed from the Civil Service eligibility list.

17.03 In the event the employee appears on the Civil Service eligibility list but is not considered three (3) times, his name shall be returned to the Civil Service eligibility list. However, for future promotions, he shall be considered for a total of three (3) times including the original times he was considered and passed over. Under these circumstances when the employee has been considered three (3) times and not appointed, his name shall be removed from the Civil Service eligibility list.

17.04 Full-time employees promoted to the Sergeant's or Lieutenant's classifications shall be on a non-contestable probationary period for one (1) year of active duty from the date of promotion. If during the probationary period the City determines that such probationary employee should be removed, he shall be returned to his former classification provided his seniority entitles

him to such placement.

ARTICLE 18
HOURS OF WORK

18.01 The regular working period for all employees covered by this Agreement will be eighty (80) hours in a two (2) week period. It is expressly understood that the scheduling of employees within such two (2) week periods is a management right.

ARTICLE 19
OVERTIME/COMPENSATORY TIME

19.01 Overtime pay shall be at the rate of one and one-half (1 1/2) times the employee's regular hourly rate for any time employed over and above the eighty (80) hours in a two (2) week period.

19.02 For the purposes of overtime computation, longevity compensation shall be included in the base rate for such computation. All other hours paid, but not worked, excluding holidays and vacation, shall be excluded from the computation of overtime.

19.03 Employees may elect to take compensatory time off in lieu of overtime pay, at the rate of one and one-half (1 1/2) hours for each overtime hour worked, in accordance with the provisions of the Fair Labor Standards Act and Department of Labor Regulations and may accumulate and maintain up to a maximum of eighty (80) hours of accumulation during each year of the parties' collective bargaining agreement. If an employee desires to cash in compensatory time, the employee must notify the Police Chief in writing no later than December 1st of each year. Scheduling of compensatory time-off shall be subject to the approval of the Police Chief or his designee.

19.04 Travel time for training or seminars within Cuyahoga County will not be compensated. However, travel time for training or seminars outside of Cuyahoga County will be paid.

19.05 When an employee is called into work on a time other than scheduled time, e.g., an emergency or extraordinary circumstances, that employee shall be entitled to a minimum of four (4) hours show up time. However, the City reserves the right to require the employee to remain for the duration of the four (4) hours notwithstanding that the reason for the call-up is less than the four (4) hours. Staff meetings and training sessions are exempt from this provision.

ARTICLE 20
COURT TIME

20.01 Whenever approved by the Police Chief, employees appearing in Court on behalf of the City during nonscheduled work time shall be paid a minimum of four (4) hours and may be paid at the rate of time and one-half (1 1/2) if such hours qualify as overtime as defined in Article 18 on Hours of Work and Article 19 on Overtime.

ARTICLE 21
VACATIONS

21.01 Vacation eligibility shall be determined as of January 1st for that calendar year. On January 1st employees will be credited for vacation hours based on the completion of the years of service that employees will attain during the calendar year.

For employees hired prior to January 1, 2013, the following vacation schedule shall apply:

1st full year	40 hours
2nd to 4th full year	80 hours
5th to 9th full year	120 hours
10th to 14th full year	160 hours
15th to 19th full year	200 hours
20th to 24th full year	224 hours
25th full year and above	240 hours

For employees hired on or after January 1, 2013 the following vacation schedule shall apply:

Date of Hire (1 st Partial Year)	Pro-Rata Share of Full Months of Service Prior to December 31 st
1st full year	40 hours
2nd to 4th full year	80 hours
5th to 9th full year	120 hours
10th to 14th full year	160 hours
15th full year and above	200 hours

21.02 Employees must schedule and take their vacation during the calendar year for which their eligibility is determined on January 1st. Unused vacation hours shall not be carried over to the next calendar year.,

Any employee who quits, is terminated, laid-off, dies, retires or in any way separates his/her employment with the City shall be entitled only to the pro-rata share of credited but unused vacation hours on the basis of full months of service in the calendar year when the separation from service occurs.

21.03 Vacation time shall be taken at a time approved of by the Police Chief.

21.04 An employee who has earned vacation time by reason of being employed in this department shall be able to transfer his vacation time to another department should he elect such a transfer.

21.05 The City may, as a pre-employment term and condition of employment, require

any employee to waive any previously accumulated vacation time credit from public service outside the City of Independence.

ARTICLE 22
HOLIDAYS

22.01 Every full-time employee shall be entitled to eighty (80) hours of paid time for the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Presidents' Day	Friday after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Employee's Birthday

If an employee separates his employment during the calendar year, all holiday time for those holidays not yet occurring at the time of separation of employment shall be returned to the City through crediting any time banks or through automatic payroll deduction.

22.02 At the discretion, and with the approval, of the Police Chief or his designee, each employee may annually take one personal day off, as a holiday, with regular pay if the Police Chief or his designee finds that the absence of the employee will not impair minimum manning standards nor impose overtime or other additional costs upon the City, and that the services of the employee are not otherwise required. The Police Chief or his designee shall exercise such discretion in good faith, and such approval shall not unreasonably be withheld.

22.03 Should a full-time employee be required to work on Thanksgiving Day, Friday after Thanksgiving, Memorial Day, Independence Day, Labor Day, Christmas Day or New Year's Day, then that employee will be compensated at one and one-half (1 1/2) times their normal rate of pay.

22.04 There shall be no pyramiding of premium pays or hours.

ARTICLE 23
UNIFORM ALLOWANCE AND MAINTENANCE

23.01 Upon original appointment as a regular full-time member of the Police Department, the employee shall be provided the following items as approved by the Police Chief:

1. 4 pair pants	12. 1 holster
2. 4 long sleeve shirts	13. 1 baton, as approved by the Chief
3. 4 short sleeve shirts	14. 1 baton holder
4. 1 all-weather coat	15. 1 bullet proof vest

5. 1 pair footwear	16. 1 pair gloves
6. 1 baseball hat	17. 2 badges
7. 1 dress hat	18. 1 hat badge
8. 1 duty belt	19. 1 canister chemical spray
9. 1 magazine holder	20. 1 chemical spray holder
10. 1 pair hand cuffs	21. 1 set belt keepers
11. 1 handcuff case	22. 1 portable radio holder

23.02 If said employee leaves the employ of the City within six (6) months, he is to reimburse the City and/or return items, if appropriate.

23.03 Each regular full-time member shall be entitled to an annual uniform maintenance and cleaning allowance of one-thousand dollars (\$1,000.00), one half (1/2) payable in the first pay in May and December of each year. Upon request by the employee, the City shall purchase one (1) pants, one (1) long sleeve and one (1) short sleeve shirts per year.

23.04 Uniform items damaged or destroyed in the line of duty, shall be replaced by the City, pending approval by the Police Chief or his designee.

ARTICLE 24
SICK LEAVE

24.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) serious illness, injury or death in the employee's immediate family. Employees are entitled to forty (40) hours of paid leave per birth/placement event for the birth of the employee's child or placement of a child with the employee for adoption or foster care, which shall not be deducted from their paid time off provided under this Agreement.

24.02 All employees shall earn sick leave at the rate of four and six tenths (4.6) hours for every eighty (80) hours worked (maximum accrual of one hundred twenty [120] hours per year) and may accumulate such sick leave to an unlimited amount.

24.03 The sick leave herein provided for shall be cumulative without limit. "Cumulative" means the accumulation of all unused sick leave for any number of years.

24.04 Employees shall, at the time of retirement from active full-time service with the City, and with ten (10) or more years of continuous service with the City, be paid in cash for one-third (1/3) of the employee's accrued but unused sick leave, up to a maximum of four hundred eighty (480) hours. The dollar value of a sick day shall be based on (a) an employee's annual salary at time of retirement, and (b) a work year of fifty-two (52) weeks and five (5) days per week. For this calculation, paid vacation days and holidays are considered work days. 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 by the City only once to any employee during his lifetime. This Section shall only apply to the retirement of full-time municipal employees pursuant to state retirement laws and shall not be deemed applicable to any removal, voluntary or involuntary resignation, or any other like termination except a retirement set forth herein.

24.05 Before an absence may be charged against accumulated sick leave, the Police Chief may require such proof of illness, injury or death, or may require the employee to be examined by a physician designated by and paid for by the City. In any event, an employee absent for more than two (2) tours of duty must supply a physician's report to be eligible for paid sick leave, if requested by the Police Chief.

24.06 If the employee fails to submit proof of illness, injury or death, or in the event that such proof as is submitted or upon the request of medical examination there is not evidence satisfactory to the City of illness or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and may be without pay.

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

24.08 When the use of sick leave is due to illness or injury in the immediate family, immediate family shall be defined to only include the employee's spouse, children and parents residing at the home of the employee. When the use of sick leave is due to death in the immediate family, immediate family shall be defined to only include the employee's parents, spouse, child, brother, sister, parents-in-laws and grandparents.

24.09 An employee who is to be absent on sick leave shall notify his supervisor of such absence and the reason therefore within a reasonable time before the start of his work shift each day he is to be absent.

24.10 An employee who transfers from this department to another department of the City shall be allowed to transfer his accumulated sick leave to the new department.

Employees shall not be permitted to retain and transfer accumulated sick leave from any public service employment outside the City of Independence. However, the City may, at its sole discretion, grant such transfer of accumulated sick leave if it is deemed necessary in the recruitment and hiring of "lateral transfers." Additionally, any "lateral transfers" who were permitted to retain and transfer accumulated sick leave from other public service outside the City of Independence during the terms of any prior Collective Bargaining Agreements (CBAs) between the City and the Union shall remain unaffected.

24.11 Sick Leave Conversion. Full-time employees may convert a maximum of one hundred and twenty (120) hours from their total sick leave balance per calendar year into a cash benefit annually or to carry said hours forward as part of their sick leave balance. The conditions for the election to convert sick leave hours into a cash benefit shall be as follows:

- A. An employee electing conversion must submit written notice to the Finance Department on a form provided by the City no later than November 15th.
- B. The employee electing conversion must have at least six hundred (600) hours of accumulated sick leave balance as of November 15th of the calendar year for which conversion is sought exclusive of the number of sick leave hours the employees seeks to

convert. The conversion must not reduce the employee's balance below six hundred (600) hours.

- C. Sick leave will be converted to a cash payment at a rate of one (1) hour of cash payment for every two (2) hours of sick leave converted. Example: An employee who seeks to convert the maximum of one hundred and twenty (120) hours of sick leave will be paid for sixty (60) hours.
- D. Sick leave conversion payments will be made in the first full pay period of December at the employee's straight time hourly rate as of the time of payment.
- E. All sick leave credit earned, unused, and not converted in a calendar year will be added to the total accrued sick leave credit balance of the employee.
- F. Employees transferring from other public service positions with existing sick leave balances shall not be permitted to convert sick leave until they've been employed by the City for three (3) years

ARTICLE 25 **DISABILITY LEAVE**

25.01 An employee who sustains an injury or contracts an occupational disease as those terms are defined in RC. §4123.01 in the course of and arising out of their employment with the City and is temporarily and totally disabled from performing the essential functions of their job may request to be placed on Injury on Duty Leave ("IOD Leave"). An employee granted IOD Leave will continue to receive their full salary and health insurance benefits during the period of temporary and total disability as "Injured on Duty" pay ("IOD Pay") per the terms of this Article.

25.02 Payments under this Article shall continue for a maximum of ninety (90) calendar days in any rolling twelve (12) month period from the date of injury contingent upon the employee's compliance with all provisions of this Article. The City may approve, in its sole discretion, additional disability leaves for periods of ninety (90) calendar days or less.

25.03 In the event accumulated sick leave is available, however, and a service-related disability within the meaning of this paragraph is incurred, the first thirty-six (36) hours of said IOD Leave shall be charged to said employee's accumulated sick leave credit, or if less than thirty-six (36) accumulated sick leave credit is available, the existing sick leave credit then available shall be charged, and any remaining IOD Leave time shall be charged to IOD Leave per the terms of this Article. Thereafter, an employee who qualifies for IOD Leave and will not be charged for use of paid sick leave for up ninety (90) calendar days of absence from the date of the qualifying injury.

25.04 In administering this Article, the City may require at regular intervals written proof of continuing disability from the physician treating the employee. Said proof will include an estimated duration of the employee's temporary total disability.

25.05 The City, at any time and at its expense, may require an employee receiving IOD

Pay to submit to an examination by a qualified physician of the City's choosing to determine the extent and probable duration of the disability.

25.06 If a physician determines that an employee is able to return to their regularly assigned full-time duties or to a light duty assignment, on a schedule determined by and as the City deems available, within physician-identified restrictions, the City will direct the employee to return to work in the capacity approved by the physician on a date determined by the City.

25.07 Employees who are deemed fit to return to work in any capacity by a physician are not eligible for IOD Pay and an employee's failure to return to work on the date determined by the City will result in the employee's automatic separation from employment. If two physicians disagree as to whether an employee is able to return to work in any capacity, the employee will submit to an examination by a physician agreed to by the City and the Union whose determination regarding the employee's ability to return to work will be final and binding.

25.08 To be eligible for IOD Pay, an employee must submit an Ohio Bureau of Workers Compensation ("BWC") First Report of Injury ("FROI") form to Human Resources within twenty-four (24) hours of an injury but in no case later than three (3) business days after the date of the injury (BWC Form 1101). An employee must also submit a complete report of the injury in accordance with City policies. Failure to submit a FROI and/or a complete report of the injury may result in discipline, rejection of the claim, and/or denial of IOD Pay.

25.09 To be eligible for IOD Pay, an employee must submit a BWC form MEDCO-14 completed and signed by the physician treating them for the disability which designates the employee as temporarily and totally disabled. The MEDCO-14 will be proof of continuing disability as required by this Article and failure to submit a completed, signed MEDCO-14 may result in denial of IOD Pay.

25.10 To be eligible for IOD Pay, an employee must sign a BWC Salary Continuation form provided by the City.

25.11 An employee may not receive IOD Pay for work absences to attend appointments related to an injury or occupational disease after their treating physician deems them fit to return to their regularly assigned duties without restrictions. Employees working light duty assignments are permitted to attend appointments related to their on-duty injuries or occupational diseases while on duty for up to two (2) hours with no loss of pay or reduction in other paid leave.

25.12 The City will terminate IOD Pay to any employee who submits a knowingly false claim or report of injury or who works for another employer, including self-employment, while receiving IOD Pay that involves activities inconsistent with the employee's disability, exceed physician-determined limitations, or which are performed during the employee's normal working hours. Such actions will be grounds for immediate termination of employment and the employee will be required to reimburse the City for any IOD Pay received.

25.13 After receiving IOD Pay under this Article, a regular full-time employee will refund the City any payments for lost wages received under Ohio Workers' Compensation Law for such periods that the employee received IOD Pay from the City. In no event will an employee receive more than their regular compensation while receiving IOD Pay.

25.14 In the event an employee is dissatisfied with a determination of the City regarding initial eligibility for IOD Leave/Pay, the employee may submit the question to the Grievance Procedure.

ARTICLE 26 **LEAVE OF ABSENCE**

26.01 Upon written request to the Mayor, a full-time employee of the City may be granted a leave of absence, without pay, for sickness or other good cause, provided, however, that no leave of absence shall be granted for the purpose of permitting an employee to seek and/or accept other employment, and no employee who is on leave of absence shall accept gainful employment elsewhere. Such leave of absence shall be subject to the written approval of the Mayor, and shall be for a period not exceeding six (6) months. Medical insurance coverage for employees on authorized unpaid leaves of absence may be continued upon payment of the monthly premium by the employee to the Finance Director on the first of each month, in advance. Life insurance coverage pursuant to Article 29 hereof will not be continued for employees on leave of absence. An employee who is granted an unpaid leave of absence shall not accrue any benefits during his absence, nor shall the employee earn any seniority during said absence.

ARTICLE 27 **FUNERAL LEAVE**

27.01 In the event of a death of an employee's spouse, child, stepchild, parent, brother, sister, grandchild, step-parent, grandparent, father-in-law or mother-in-law, that employee shall be eligible to receive up to three (3) consecutive days of funeral leave with pay, one of which must be used to attend the funeral or memorial service in lieu of the funeral. In addition to this leave, in the event of the death of an employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law, the employee shall be eligible to receive one (1) day of funeral leave with pay.

27.02 Attendance at the funeral or memorial service is a prerequisite to receive the funeral leave benefit. The paid time off must be on days the employee was scheduled to work. Proof of attendance at the funeral service or memorial service may be required. Funeral pay will be at the employee's regular hourly rate of pay.

27.03 The employee may request additional leave, which shall be deducted from accumulated sick leave credit.

ARTICLE 28 **JURY DUTY LEAVE**

28.01 Any employee who is called for jury duty, either Federal, County or Municipal, shall be paid his or her regular salary as provided in the Ohio Revised Code. The employee shall not be required to remit to the City any other compensation received from any other source for such jury service.

ARTICLE 29

LIFE INSURANCE

29.01 The City shall provide all employees with a life insurance policy with a face value of forty thousand dollars (\$40,000.00) and payment will be subject to the terms and conditions set forth in the policy. Said benefit shall be increased to eighty thousand dollars (\$80,000.00) in the event an employee's death is the result of an in-the-line-of-duty event.

ARTICLE 30 INSURANCE

30.01 Insurance. The City will provide on behalf of each full-time employee and his family, if such employee is married, the medical, drug, dental and vision coverage.

Due to the voluminous nature of the captioned plan designs, they are hereby incorporated by reference. It is understood that the fully printed current versions and other versions as may be recommended by the city-wide joint medical/hospitalization committee and approved by Council and the Union's membership during the term of this agreement will be on file with the City's Human Resources Director, the Union's Local President and the Union's General Counsel.

30.02 Committee Composition/Purpose. A city-wide joint medical/hospitalization committee comprised of representatives from each bargaining unit, designated by the Union, non-bargaining representatives from other city departments designated by the Employer, and from Council shall be formed. The duties and other details related to the function of the committee shall be determined by the committee with the assistance of the Human Resources Director.

The goals of the joint medical/hospitalization committee are to a) reduce employee and City expense, and b) promote proactive wellness options to reduce health-related risks for employees and their families.

30.03 Employee Contributions/Committee Recommendations. Employee contributions for the contract term are contained in Appendix A. If the city-wide joint medical/hospitalization committee recommends revisions and said revisions are approved by the Mayor, Council and the Union's membership during the term of the agreement, Appendix A shall be so revised. For the term of this agreement, if the city-wide joint medical/hospitalization committee is unsuccessful in accomplishing its goals, fails to make recommendations, or makes recommendations that are not approved or accepted by the Union's membership or by the Mayor and City Council, the Union and the City shall revert to the normal negotiations process.

Employee contributions/costs shall be paid through automatic payroll deductions.

ARTICLE 31
LIABILITY INSURANCE

31.01 The City, when economically feasible and when such insurance is available, will name each employee as an insured on a law enforcement officers' comprehensive liability insurance policy with policy limits of five hundred thousand dollars (\$500,000.00) for each occurrence. In no event will the City hold harmless or indemnify any employee for any award of punitive or exemplary damages against such employee when such award is not indemnified by the terms of such policy of liability insurance.

31.02 In the absence of a law enforcement officers' comprehensive liability insurance policy the City shall provide the legal defense of, shall assume the litigation costs for, and shall indemnify, any employee in any civil action or civil claim for any judgment or settlement, except as herein limited, arising out of any alleged act or omission which occurred or allegedly occurred while the employee was acting within the course and scope of his duties as an employee, unless:

- A. The Director of Law has good cause to believe that the acts or omissions were manifestly outside the course and scope of his employment or official duties;
- B. The Director of Law has good cause to believe that the employee acted with malicious purpose, or in bad faith, or in a wanton and reckless manner;
- C. The Director of Law has good cause to believe that the employee was performing services for another employer at the time the incident allegedly occurred;
- D. A final judgment against the employee includes punitive or exemplary damages.

If any of the foregoing "A" through "C" apply, the employee shall not be entitled to either a defense or indemnification provided by or at expense to the City. If the foregoing "D" applies, the employee shall not be entitled to indemnification for an award of punitive or exemplary damages against him.

31.03 The continuing duty of the City to defend or indemnify the employee under this agreement shall be conditioned upon the continuing full cooperation of the employee in the defense of such action or proceeding, and in defense of any action or proceeding against the City based upon the same act or omission, and in the prosecution of any appeal.

ARTICLE 32
WELLNESS

32.01 Program. In order to maintain employees' physical and mental wellness and resistance to injury, the City agrees to fund and maintain a health and wellness program through a qualified health care provider specializing in occupational health that includes those examinations called for under the program. All examinations conducted as part of this program will be

conducted while the employee is on duty.

32.02 Mental Health. All members shall, at least one (1) time per year, also consult with the Employer's EAP provider to support members' mental and emotional health.

32.03 Physical Health. Employees may, no more than once per calendar year, elect to participate in one of the following:

1. Physical Exam and Data. A contracted healthcare provider will provide the necessary scheduling and notification of testing to employees and shall administer the tests and/or exams necessary to assess the employee's ability to perform the essential functions of the position. Only the employee or someone authorized by the employee will have access to the results for all tests performed by the health care provider. The City will only be provided aggregate data on the department as a whole, with individual identities kept confidential. The employee is required to notify the City in writing following the exam if a health care provider advises them to modify or restrict their employment at any time.
2. Physical Fitness Testing. In lieu of the physical examination with a healthcare provider described in Section 32.02, members may elect to take an annual physical fitness test, when such test is offered by the City. Members electing to take a physical fitness test will be paid for the time they spend taking the test at their regular hourly pay rate.

In order to pass, employees must meet the "basic" graduation fitness standards set forth by the Ohio Peace Office Training Commission (OPOTC) that took effect in 2024. Employees who pass a physical fitness test will receive a one-time payment of five hundred dollars (\$500.00).

ARTICLE 33 **SWIMMING POOL PASS**

33.01 The City shall provide all employees with a family season swimming pool pass.

ARTICLE 34 **EMPLOYEE PICK UP**

34.01 Employees who are residents of the City and maintain that residence may be picked-up at their residence prior to the start of their shift and dropped-off at their residence at the end of their shift provided:

1. Eligible employees have requested such benefit in writing;
2. Daily operating requirements permit such benefit.

34.02 If daily operating requirements are such the eligible employees are not picked up at least ten (10) minutes prior to the start of their scheduled shift, it is their responsibility to make the necessary arrangements to be present for the start of their scheduled shift.

34.03 If daily operating requirements are such that eligible employees cannot be dropped off at their residence at the end of their scheduled shift, it is their responsibility to make the arrangements to depart from work.

ARTICLE 35
LONGEVITY COMPENSATION

35.01 In addition to the amounts provided in Article 36 (Compensation) of this Agreement, eligible employees shall receive the following sums as longevity compensation for the years of full-time service. Longevity increases shall be determined and granted in the first pay period of the month following the employee's employment anniversary date.

The longevity schedule contained herein shall govern the longevity payments for such above mentioned employees regardless of rank, until their death, retirement, resignation, discharge, other permanent separation from the Independence Police Department.

The following longevity schedule shall be in effect for all full-time regular employees hired prior to January 1, 2013:

YEARS	ANNUAL PAYMENT
5	\$500.00
6	\$625.00
7	\$750.00
8	\$875.00
9	\$1,000.00
10	\$1,125.00
11	\$1,250.00
12	\$1,375.00
13	\$1,500.00
14	\$1,625.00
15	\$1,750.00
16	\$1,875.00
17	\$2,000.00
18	\$2,125.00
19	\$2,250.00
20	\$2,375.00

Longevity shall be paid in each pay period.

35.02 Employees hired on or after January 1, 2013, shall not be eligible for longevity compensation.

ARTICLE 36
COMPENSATION SCHEDULE

36.01 The following compensation schedule covered by this Agreement:

	2024		2025 (+3%)		2026 (+3%)		2027 (+3%)	
	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
Sergeant	\$52.47	\$109,143	\$54.05	\$112,417.29	\$55.67	\$115,789.81	\$57.34	\$119,263.50
Lieutenant	\$59.56	\$123,892	\$61.35	\$127,608.76	\$63.19	\$131,437.02	\$65.09	\$135,380.13

ARTICLE 37
CONTINUING EDUCATION

The City shall provide funds to reimburse an employee for the cost of tuition directly related to one approved course of study per school quarter or semester. Course shall be defined as three (3) semester hours (or the quarterly hour equivalent) of a specific subject. To be eligible for such reimbursement, an employee shall apply to the Police Chief for approval before the employee enrolls in the course. Such reimbursement must be approved by the Mayor, who may approve same only if the completion of such course can be reasonably expected to improve and upgrade the employee's job-related skills and abilities and assist the employee and the City in the employee's performance of his job, and the course is offered by an accredited institution of higher learning.

37.01 Should an employee successfully complete an approved course by earning a grade "B" or better, the City shall reimburse the employee for the cost of tuition upon presentation to the City of the original invoice from the institution.

ARTICLE 38
LABOR MANAGEMENT RELATIONS

38.01 In the interest of sound Labor/Management Relations, the Police Chief and/or his designee may meet with not more than three (3) representatives of the Union to discuss issues of mutual concern and to promote more effective communications and a more harmonious labor/management relationship. Either party may request the presence of the Mayor who, at his option, may attend.

It is understood that the scheduling of such meetings will not adversely affect the normal operations of the department or result in additional expense to the City.

Meetings should normally take place twice a year; however, either party may request additional meetings.

ARTICLE 39
RELATIONSHIP TO LAW

39.01 It is the intent of the parties that this Agreement shall govern those matters relating to the terms and conditions of employment which were previously covered by Ohio Revised Code §§124.01 through 124.56. To the extent permitted by Ohio Revised Code §4117 et seq., any term or condition of employment addressed in whole or in part by this Agreement shall supersede and replace in its entirety any Civil Service provision or general law relating to the same subject.

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

ARTICLE 40
SAVINGS CLAUSE

40.01 In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect. In such event, the City and the FOP will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

ARTICLE 41
OBLIGATION TO NEGOTIATE

41.01 The City and the FOP acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to the wages, hours and terms and conditions of employment and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

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

ARTICLE 42
FAMILY MEDICAL LEAVE

42.01 Employees who qualify for FMLA leave may be required to utilize all available paid leave, except eighty (80) hours of the employee's choice of all available paid leave (accumulated sick leave, vacation, and/or holiday time) before any unpaid time will be allocated toward the twelve (12) week annual total paid and unpaid leave.

42.02 For purposes of calculation, the City will utilize the "rolling" year, measured backwards from when FMLA is first utilized in accordance with Departmental policy.

ARTICLE 43
DURATION OF AGREEMENT

43.01 This Agreement represents the complete Agreement on all matters subject to bargaining between the City and the FOP and except as otherwise noted herein shall become effective on January 1, 2025, and shall remain in full force and effect until December 31, 2027.

43.02 Negotiations on the provisions of this Agreement shall begin no later than sixty (60) days prior to December 31, 2027, provided either party has notified the other party in writing of its desire to terminate and/or modify the terms herein not sooner than October 31, 2024. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than three (3) months prior to the desired termination date.

ARTICLE 44
SUBSTANCE ABUSE
DRUG-FREE WORKPLACE POLICY

44.01 Drug Free Workplace. The Employer and Union agree to abide by the terms of the Employer's Drug Free Workplace Policy, incorporated as Appendix B, as may be updated and amended from time to time. Should the policy need to be adjusted, the Employer will notify the Union and provide the Union with a written update to the policy, which shall be incorporated into the Agreement as an update to Appendix B.

APPENDIX A
LETTER OF UNDERSTANDING I

The City and Union jointly agree that investing in employee's wellness and developing a comprehensive wellness program is essential in an effort to help to mitigate escalating healthcare costs. Therefore, it is agreed that employee contributions for those employees and their spouses (for employees with a family plan) who elect to participate in the City's wellness plan shall be as follows and effective January 1, 2022 through June 30, 2022:

2022 RATES	HSA		HSA-Select		PPO		PPO-Select	
	Single	Family	Single	Family	Single	Family	Single	Family
Wellness Incentive	\$24	\$64	\$22	\$57	\$31	\$80	\$28	\$72

For employees and spouses (for employees with a family plan) who elect not to participate in the City's wellness plan, their employee contributions shall be as follows and effective January 1, 2022 through June 30, 2022:

2022 RATES	HSA		HSA-Select		PPO		PPO-Select	
	Single	Family	Single	Family	Single	Family	Single	Family
No Wellness	\$65	\$170	\$58	\$153	\$82	\$213	\$73	\$192

Effective July 1, 2022 through June 30, 2024 the following plans and employee contributions shall be as follows:

PLAN	"Wellness Rate" Employee Contribution (per pay)	"Non-Wellness Rate" Employee Contribution (per pay)
PPO PLAN		
Single	\$34.00	\$87.00
E & Spouse	\$71.00	\$183.00
E & Children	\$63.00	\$161.00
Family	\$98.00	\$253.00
HSA HIGH DEDUCTIBLE PLAN		
Single	\$27.00	\$70.00
E & Spouse	\$57.00	\$147.00
E & Children	\$50.00	\$130.00
Family	\$79.00	\$203.00
PPO PLAN (SELECT PLAN)		
Single	\$30.00	\$78.00
E & Spouse	\$64.00	\$165.00
E & Children	\$56.00	\$145.00
Family	\$88.00	\$228.00

HSA HIGH DEDUCTIBLE (SELECT PLAN)		
Single	\$24.00	\$63.00
E & Spouse	\$52.00	\$133.00
E & Children	\$45.00	\$117.00
Family	\$71.00	\$183.00

Employee contributions/costs shall be paid through automatic payroll deductions.

APPENDIX B
DRUG FREE WORKPLACE POLICY

The City of Independence is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any City of Independence employee illegally uses drugs or alcohol on the job, comes to work with these substances present in his/her body, or possesses, distributes, or sells drugs in the workplace. To accomplish the missions of the City's respective departments, a Drug-Free Workplace must exist. It is the intent of the City of Independence to comply with all Federal and State laws and regulations that govern the establishment of a Drug-Free Workplace. Therefore, the City of Independence has established the following Policy:

1. It is a violation of City Policy for any employee to engage in the illegal use of drugs or alcohol on or off the job, or to possess, buy, sell, trade, or offer for sale illegal drugs.
2. Under this Policy, provisions applying to illegal drugs expressly apply to the use, possession, or distribution of marijuana on or off the job. Such provisions apply to both recreational marijuana and medical marijuana, including where recommended by a physician.
3. It is a violation of City Policy for anyone to report to work under the influence of illegal drugs or alcohol -- that is, with illegal drugs or alcohol in his/her body.
4. No employee shall possess, use, or abuse controlled substances. No employee shall have on their person, in their vehicles, or stored in any manner on City property illegal drugs (shall not apply to Police Officers engaging in their official duties) or unauthorized open container of alcoholic beverages. No employee shall exhibit evidence of the use of illegal drugs or the consumption of an alcoholic beverage about their person while in the performance of their duties.
5. No employee shall report to work having consumed any substance that may adversely affect his or her performance or safety or the safety of others.
6. It is a violation of City Policy for anyone to use prescription drugs illegally or in any manner other than as directed by the prescribing healthcare provider. Nothing in this Policy precludes the appropriate use of legally prescribed medication as directed by the prescribing healthcare provider and subject to the limitations in paragraphs 2 above and 7 below.

APPENDIX B
DRUG FREE WORKPLACE POLICY
(Continued)

7. Each employee is responsible for maintaining a safe work environment. This includes the employee's responsibility to use legally prescribed medications as directed by the prescribing health care provider and to discuss such medications with his or her healthcare provider to determine whether the employee can safely perform all job functions while using the prescribed medication. In the event that a legally prescribed medication prevents an employee from safely performing any or all job functions, the employee must not perform such job functions and must notify his or her Supervisor, Department Head, or Human Resources regarding the specific restrictions.
8. Any employee violating this Policy is subject to disciplinary action up to and including termination. Some violations of this Policy, including, for example, possession of illegal controlled substances, may also result in criminal prosecution. Such criminal prosecution is separate from and outside the scope of this Policy; this Policy is maintained for employment purposes only.

The goal of this Policy is to balance our respect for individuals with the need to maintain a safe, productive, and drug-free environment. The intent of this Policy is to offer a helping hand to those who need it, while sending a clear message that illegal drug use and alcohol abuse are incompatible with employment at the City of Independence.

It is the responsibility of the City's leadership staff to counsel employees whenever they see changes in performance or behavior that suggests an employee is under the influence of alcohol or drugs, although it is not their job to diagnose personal problems. City leaders should encourage employees to seek help and advise them about available resources, including the Employee Assistance Program (EAP). All employees share responsibility for maintaining a safe work environment, therefore co-workers should also encourage anyone whose use of alcohol or other drugs may affect the workplace to seek help.

As a condition of continuing employment, employees must abide by the terms of this Policy, and must notify the City of Independence in writing of any conviction or a violation of a criminal drug statute no later than five calendar days after such conviction.

At the time the City grants employment to any individual, the offer of employment shall be conditional. In addition to any other conditions that may be imposed upon the offer of employment, the offer of employment shall be conditioned upon the successful passage of a drug screen. Any applicant with a confirmed positive test result will be denied employment.

APPENDIX B
DRUG FREE WORKPLACE POLICY
(Continued)

The City will provide drug and alcohol awareness information to all employees. This will include the Drug-Free Workplace Policy on drug and alcohol abuse, information on the magnitude and dangers of drug and alcohol abuse, and the availability of local community resources through an employee assistance program.

The City of Independence has adopted the following employee drug and alcohol testing practices:

1. All City employees who, by the nature of their employment, are subject to state, local, or federal laws or regulations requiring drug and alcohol testing will be subject to drug and alcohol testing in accordance with such laws or regulations. This includes but is not limited to safety-sensitive employees subject to Department of Transportation ("DOT") regulations.
2. City employees who, as a requirement of their employment, engage in safety or security related employment functions will be subject to random drug and alcohol testing. For the purposes of this Policy, "safety or security related employment functions" is limited to a City employee whose job requirement is to: (i) hold a Commercial Driver's License ("CDL"), (ii) carry a firearm, (iii) administer controlled substances, (iv) maintain or transport controlled substances or illegal drugs, or have unsupervised access to controlled substances or illegal drugs, (v) operate City owned vehicle for fire or police safety purposes, or for the purpose of transporting residents to City sponsored events or appointments, (vi) monitor the use of any City pool by residents, guests, or visitors; or (vii) operate City owned construction or landscaping motor controlled equipment.
3. An employee will be subject to drug and/or alcohol testing when there is reasonable suspicion to believe that the employee is under the influence of alcohol or illegal drugs.
4. When an employee is involved in on the job accidents where there is reasonable suspicion to believe that drug or alcohol use could have contributed to the accident, the employee will be subject to drug and/or alcohol testing.
5. Where required as follow-up to a treatment or other program, an employee will be subject to drug and/or alcohol testing.

The City will select third-party vendors to administer drug and alcohol tests, and such vendors will maintain testing procedures, including collection, laboratory analysis, and medical review, that are consistent with Federal and State standards.

APPENDIX B
DRUG FREE WORKPLACE POLICY

LETTER OF UNDERSTANDING
ALTERNATIVE FEE ARRANGEMENTS

The parties agree that should the United States Supreme Court modify or reverse its Janus position, or action be taken by a Federal or State entity with legislative jurisdiction and authority to provide for an alternative or modified collection/enforcement mechanism, the Union may request mid-term bargaining to negotiate a legally permissible structure for the deduction of what was previously known as fair share fees.

ARTICLE 45
EXECUTION

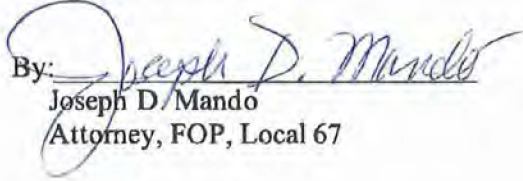
45.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 2025.

FOR THE CITY OF INDEPENDENCE

FOR THE FOP, Local 67

By: 

Mayor Gregory E. Kurtz

By: 

Joseph D. Mando
Attorney, FOP, Local 67

APPROVED AS TO FORM:

By: 

Gregory J. O'Brien, Law Director