

**EXHIBIT A
AMENDMENT**

I. INTRODUCTION

This is an Amendment to the labor contract in effect between the City of Parma, Ohio, hereinafter referred to as the “City,” and the Ohio Patrolmen’s Benevolent Association (Sergeant’s and Lieutenant’s Union), hereinafter referred to as the “OPBA” (jointly hereinafter referred to as the “Parties,”) which is in effect for the term of January 1, 2018 through December 31, 2020 (“Contract”).

The purpose of this Amendment is to provide for the terms and conditions specifically associated with implementing twelve (12) hour shift work schedules. The amended language included herein applies specifically as stated and does not amend provisions of the labor contract in effect between the City and the OPBA (“Contract”) not referenced herein.

This Amendment may be terminated by either the City or the OPBA with sixty (60) days’ written notice. Termination will result in employees who are on a twelve (12) hour work schedule being returned to the eight (8) and ten (10) hour work schedules as soon as the schedule permits.

II. DEFINITIONS APPLICABLE TO THIS AMENDMENT

A. EIGHT (8) HOUR WORKDAY

The workweek generally consists of forty (40) hours of scheduled time in any seven (7) day work period, and a normal workday of a scheduled eight (8)-hour shift within any twenty-four (24) hour period. All time worked (as defined in Article 21 of the Contract) in excess of the regularly scheduled workweek shall be compensated at one and one-half (1½) times the employee’s regular straight time rate of pay.

B. TEN (10) HOUR WORKDAY

The workweek generally consists of forty (40) hours of scheduled time in any seven (7) day work period, and a normal workday of a scheduled ten (10)-hour shift within any twenty-four (24) hour period. All time worked (as defined in Article 21 of the Contract) in excess of the regularly scheduled workweek shall be compensated at one and one-half (1½) times the employee’s regular straight time rate of pay.

C. TWELVE (12) HOUR WORKDAY

The work period generally consists of eighty (80) hours of scheduled time in any fourteen (14) day work period, and a normal workday of a scheduled twelve (12) shift within any twenty-four (24) hour period. All time worked (as defined in Article 21 of the Contract) in excess of the regularly scheduled workweek shall be compensated at one and one-half (1½) times the employee’s regular straight time rate of pay.

Based on the foregoing, the Parties amend the following provisions of the Contract per the terms of this agreement as follows:

ARTICLE 12
EMPLOYEE RIGHTS

12.09 Any complaints by civilians against an employee assigned to twelve (12) hour shifts shall be reduced to writing and provided to the employee within ten (10) work days, unless the complaint raises allegations of criminal activity. It is understood that the employee shall not contact the complaining party personally prior to any disciplinary action, and the Employer shall interview the complaining party directly, prior to any discipline being implemented.

ARTICLE 16
BEREAVEMENT LEAVE

16.01 Employees assigned to twelve (12) hour shifts shall be granted three (3) shifts of bereavement leave time off with pay, which shall not be charged against sick leave, in the event of a death of a spouse, child, step-child, spouse's grandparent, parent or current mother-or father-in-law, brother, sister, grandparent, current sister-, brother-, daughter-, or son in-law. Bereavement leave must be used within a fourteen (14) calendar day period.

ARTICLE 17
HOLIDAYS

17.02 Beginning on January 1 of each year, all full-time employees, including employees assigned to twelve (12) hour shifts shall be credited with, as compensation for the Holidays set forth in this Article, one hundred and twelve (112) hours of holiday time which shall be taken within the year the holiday falls. In the event the employee has not taken such holiday time off by December 1st of each year, it shall be transferred to his accumulated compensatory time. In the event that an employee leaves employment during the year, any unused holiday time corresponding to any holiday(s) which has not occurred at that point in time shall be lost; and, if he has taken holiday time off for holidays which have not yet occurred, the Employer will be reimbursed by the Employee, and the Employer may deduct such sums from the final paycheck. For employees hired prior to July 2, 2013, during such employee's last six (6) years of service with the City, prior to entering the "Drop" program or retirement, the employee may elect to convert holiday time to cash as the holiday occurs, to be paid in the employee's regular paycheck. For employees hired on or after July 2, 2013, during such employee's last five (5) years of service with the City, prior to entering the "Drop" program or retirement, the employee may elect to convert holiday time to cash as the holiday occurs, to be paid in the employee's regular paycheck.

17.03 All members of this bargaining unit shall receive one personal day each year, eight hours (8) in total, to be taken during the calendar year.

ARTICLE 18
VACATION

- 18.02 Employees assigned to twelve (12) hour shifts shall receive vacation leave according to the following formula:
- A. Each employee who has completed less than one year of continuous employment beginning with the first date of his employment shall receive eight (8) hours off for each month worked but not more than sixty-four (64) hours, with pay, and these days shall be taken in the following calendar year. The first full calendar year thereafter that the employee works, he shall be credited in the following calendar year with eighty (80) hours of vacation, with pay, and thereafter.
 - B. Each employee of the bargaining unit who has completed six (6) years of continuous employment beginning with his first date of employment shall receive one hundred and twenty (120) hours of vacation with pay after such anniversary date.
 - C. Each employee who has completed thirteen (13) years of continuous employment beginning with the first date of employment shall receive one hundred and sixty (160) hours of vacation, with pay, after such anniversary date.
 - D. Each employee who has completed eighteen (18) years of continuous employment beginning with the first date of employment shall receive two hundred (200) hours of vacation, with pay, after such anniversary date.
 - E. Each employee who has completed twenty-two (22) years of continuous employment beginning with the first date of employment shall receive two hundred and forty (240) hours of vacation, with pay, after such anniversary date.

18.03 The time of taking of vacations shall be subject to the approval of the appropriate department personnel. Any vacation not taken during the year in which it was accumulated may not be taken thereafter, except that additional vacation granted on November or December of any year may be taken in the subsequent calendar year.

ARTICLE 26
MISCELLANEOUS

- 26.08 Any employees assigned to work in a higher rated position for three (3) days or more, shall receive such positions higher rate of pay commencing on the third (3rd) consecutive day of such assignment.
- 26.10 Employees assigned to twelve (12) hour shifts will be granted off two (2) shifts of Supervisory Leave. Supervisory Leave is not cumulative and must be taken in the calendar year. Use of Supervisory Leave may not create overtime.

ARTICLE 31
DURATION

This Amendment shall remain in full force and effect from December 31, 2021 through December 31, 2022, unless otherwise modified or terminated in accordance with provision(s) contained in Section I of this Amendment.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 2021.

CITY OF PARMA, OHIO

OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION

Timothy DeGeeter
Mayor

Director

Thomas Wm. Weinreich
Safety Director

Director

Joseph Bobak
Chief of Police

Director

Approved as to form:

Timothy Dobeck
Director of Law