

**FINAL, COMPREHENSIVE TENTATIVE AGREEMENT BETWEEN
THE CITY OF PARMA
AND
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
(Captain Unit)**

July 13, 2022

The City of Parma ("City") and the Ohio Patrolmen's Benevolent Association Captain Unit ("OPBA") have reached mutual agreement as to the following issues and enter into this "Final, Comprehensive Tentative Agreement" for amendments to a successor Collective Bargaining Agreement contingent only on a final ratification of these terms by OPBA membership and approval by City Council. All party proposals not specifically agreed-to herein are withdrawn.

1. ARTICLE 5 – MANAGEMENT RIGHTS

Amend Article 5 as needed to reflect the terms of the OPBA Patrol Unit labor contract as needed.

2. ARTICLE 12 – EMPLOYEE RIGHTS

Delete the current Article 12 and replace with the following:

12.01 An officer has the right to the presence and advice of a Union representative and/or a Union attorney at all disciplinary hearings and/or disciplinary interviews or questioning. Such right shall not be exercised for the purpose of creating unreasonable delay. All representation by employees shall normally take place on employees' time off.

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

12.03 An officer shall be informed of the nature of an administrative investigation of himself prior to any questioning and he shall be informed, to the extent known at the time, whether the investigation is focused on the member for a potential charge. The officer shall be given a reasonable amount of time prior to any questioning to locate and review any written documents he possesses regarding the event or events being investigated in order to fully prepare himself to accurately and completely respond to the questioning.

12.04 When practical, any administrative investigation or questioning of an officer will be conducted by an officer or officers of higher rank than the officer against whom the complaint or charge is filed.

12.05 Before an officer may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, he shall be advised that such conduct, if continued, may be made the basis for a charge, except no member shall be

charged with insubordination where such refusal is premised on any constitutional right afforded to him.

12.06 When an officer suspected of violations is being questioned in an internal investigation, such questioning may be recorded by the police department or subject officer at the request of either party. Notice shall be given prior to any recording.

12.07 The officer under investigation and the investigator shall not be subjected to abusive or threatening language. No promise of reward shall be made.

12.08 Any questioning or interviewing of an officer will be conducted at hours reasonably related to his shift, preferably during his working hours. Interview sessions shall be for a reasonable period of time, and time shall be allowed during such interviews for attendance to physical necessities.

12.09 Employees shall have the right to inspect and/or copy all documents and/or evidence, tapes/videos, pertaining to an investigation involving an employee at least one (1) week prior to any hearings.

12.10 Any complaints by civilians shall be reduced to writing and provided to the employee within ten (10) scheduled workdays 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**.

12.11 An employee may request an opportunity to review his personnel file, add a pertinent response to the file clarifying any documents contained in the file and may have a representative of the Union present when reviewing his file. The Employer shall have a representative present when the employee reviews his file. A request for copies of items included in the file shall be honored. An employee may request removal of specific items in his file, which request will be considered by the Employer in its sole discretion. All items will be clearly marked with respect to final disposition, if any.

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

12.13 Employees will be notified in writing within forty-eight (48) hours of any inquiry made by third parties (non-employees of the City) to view their personnel file.

Upon request of the affected employee, all items that are copied and transmitted per such inquiry will be copied and transmitted to the affected employee.

12.14 In the event the Employer intends to lay off any member of the Bargaining Unit, the Employer shall give the affected employee or employees notice of such layoff not less than twenty (20) calendar days in advance of the first day on which the layoff is to become effective and implemented.

3. ARTICLE 17 – HOLIDAYS

a. Section 17.01 – Amend Section 17.01 to read as follows:

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

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
Presidents Day	Election Day
Good Friday	Veterans Day
Easter Sunday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth (Effective 2022)	Christmas Day
Independence Day	

b. Section 17.02 – Amend the first sentence of Section 17.02 to read as follows:

Beginning on January 1st of each year, all full-time employees shall be credited with, as compensation for the holidays set forth in this Article, ~~one hundred twelve (112) one~~ **hundred and twenty (120) hours of compensatory 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~~ **Union Contract Bank**.

c. Section 17.07 – Amend Section 17.07 to read as follows:

~~During an 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.~~ **Effective January 1, 2022**, for employees who had fifteen (15) years of service in the Ohio Police & Fire pension system (OP&F) 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 who had fifteen (15) years of service in OP&F 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.

4. **ARTICLE 18 – VACATIONS**

a. Section 18.04 – Amend Section 18.04 to read as follows:

~~During an employee's last six (6) years of service with the City prior to entering the "Drop" program or retirement, the employee, at his discretion, may schedule himself off for up to one-half (1/2) of his earned vacation hours and then work outside of those scheduled vacation hours at a straight-time rate of pay. The straight-time hours worked cannot exceed the scheduled vacation hours, and the scheduled vacation cannot create overtime. Straight-time hours worked will be paid in the employee's regular paycheck. For employees who had fifteen (15) years of service in the Ohio Police & Fire pension system (OP&F) 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, at his discretion, may schedule himself off for up to one-half (1/2) of his earned vacation hours and then work outside of those scheduled vacation hours at a straight time rate of pay to be paid in the employee's regular paycheck. The straight time hours worked cannot exceed the schedule vacation hours, and the schedule vacation cannot create overtime.~~

Effective January 1, 2022, for employees who had fifteen (15) years of service in OP&F 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, at his discretion, may schedule himself off for up to one-half (1/2) of his earned vacation hours and then work outside of those scheduled vacation hours at a straight time rate of pay to be paid in the employee's regular paycheck. The straight time hours worked cannot exceed the schedule vacation hours, and the schedule vacation cannot create overtime.

b. Section 18.06 – Amend Section 18.06 to read as follows:

An employee may carry up to eighty (80) hours of vacation from one year to the next. Requests to do so shall be submitted in writing on or before December 1st of the year the vacation is due. **An employee may also designate up to one hundred and twenty (120) hours of accrued but unused vacation in any calendar year for transfer to his Union Contract Time Bank.**

5. **ARTICLE 19 – OVERTIME**

a. Section 19.01 – Amend Section 19.01 to read as follows:

All employees in the bargaining unit shall, for work actually performed ~~in excess of forty (40) hours each seven (7) day work period~~, will be entitled to overtime pay or compensatory time compensation **according to the following:**

1. **For those assigned to an eight (8) or ten (10) hour shift, hours in excess of forty (40) hours each seven (7) day work period.**

2. **For those assigned to a twelve (12) hour shift, hours in excess of eighty (80) hours in each fourteen (14) day work period.**

“Work actually performed” shall include only holiday, vacation, compensatory time, **approved duty injury leave**, and hours actually worked.

- b. Section 19.04 – Amend Section 19.04 to read as follows:

Employees may accumulate compensatory time hours for placement into either their FLSA bank or their ~~contractual bank~~ **Union Contract Bank**. The FLSA bank will be capped at four hundred and eighty (480) hours and the ~~contractual bank~~ **Union Contract Bank** will be unlimited. If an employee has accumulated over six hundred (600) hours of compensatory time in both the FLSA bank and the ~~contractual bank~~ **Union Contract Bank** combined, upon retirement from the Department, the City or employee will have the option to pay out the money due to the employee thereon in ~~three (3)~~ **five (5)** equal lump sums over the first ~~three (3)~~ **five (5)** calendar tax years of the employee’s retirement.

6. **ARTICLE 23 – TRAINING AND EDUCATION LEAVE**

Section 23.01 – Amend Section 23.01 to read as follows:

Any employee who is required, as a condition of employment, to attend training sessions or seminars shall be compensated at the appropriate rate of pay for time in attendance at such training or seminar. Travel time to and from such training or seminars shall be considered as time worked and employees shall be compensated ~~in accordance with the following schedule:~~ **for hours travelled in excess of their regularly scheduled or detached work hours.**

LOCAL SCHOOLS (excluding Parma & Parma Heights)	1 HOUR EACH WAY
COLUMBUS AREA SCHOOLS	3 HOURS EACH WAY
LONDON SCHOOLS	4 HOURS EACH WAY

7. **ARTICLE 24 – CALL OUT PAY**

New Section 24.04 – In exchange for deleting Sections 25.02, 26.06, and 26.07, add new Section 24.04 reading as follows:

Effective January 1, 2022 and on January 1 of each year thereafter, all full-time employee will be credited with a maximum of fifty-two (52) hours in their Union Contract Bank as compensation for responding to brief pages, notifications, and telephone calls during the previous calendar year while off duty and replaces former SWAT and Traffic Coordinator, roll-call preparation, and pager pay provisions.

8. **ARTICLE 25 – SALARY SCHEDULE**

- a. Section 25.01 – Add the following: “*Each employee will receive a one-time \$3,500 lump sum Premium Pay.”
- b. Section 25.02 – Delete Section 25.02 in its entirety (SWAT and Traffic Coordinator pay) and renumber remaining sections as needed.
- c. Section 25.03 – Amend Section 25.03 to read as follows:

Employees shall receive compensatory time off for the successful qualification with their primary pistol. Such amount shall be awarded annually and be determined by Department Policy, which shall not be less than sixteen (16) or more than fifty (50) hours. Employees shall receive compensatory time off of up to ~~twenty-four (24)~~ **thirty (30)** hours for the successful qualification with their secondary ~~pistol~~ **service weapon** as determined by Department Policy.

During an 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 the primary and secondary pistol qualification time to cash as the qualification occurs, to be paid in the employee’s regular paycheck.

Effective January 1, 2022, for employees who had fifteen (15) years of service in OP&F 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, at his discretion, may elect to convert the primary and secondary pistol qualification time to cash as the qualification occurs at a straight time rate of pay to be paid in the employee’s regular paycheck.

9. **ARTICLE 26 – MISCELLANEOUS**

- a. Section 26.03 – Delete Section 26.03 in its entirety (locked bulletin board) and renumber remaining sections as needed.
- b. Section 26.06 – Delete Section 26.06 in its entirety (roll call preparation pay) and renumber remaining sections as needed.
- c. Section 26.07 – Delete Section 26.07 in its entirety (pager pay) and renumber remaining sections as needed.
- d. Section 26.10 – Amend Section 26.10 to read as follows:

Effective January 1, 2021, employees will be granted off ~~two (2)~~ four (4) days of Supervisory Leave. Supervisory Leave is not cumulative and must be taken in the calendar year. Use of Supervisory Leave may not create overtime. Notwithstanding the foregoing, two (2) days of Supervisory Leave totaling twenty-four (24) hours

not taken in 2021, which was prior to the finalization of this Agreement, will be credited to each employee's Union Contract Bank.

10. ARTICLE 34 – DURATION OF AGREEMENT

Amend Section 34.01 to read as follows:

This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the Union and, except as otherwise provided herein, shall become effective upon ratification and shall remain in full force and effect until December 31, 20203.

11. ARTICLE 35 – DRUG-FREE WORKPLACE POLICY

Section 35.06 – Amend Section 35.06 to read as follows:

Alcohol Testing: A breathalyzer or similar test equipment shall be used to screen for alcohol use. This screening test shall be performed by an individual qualified through and utilizing equipment certified by the U.S. Department of Transportation. An initial positive alcohol level shall be (.04) grams per two hundred ten (210) L. of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. If initial testing results are positive, the test shall be confirmed using a ~~blood alcohol level~~ **second breathalyzer test**. Sampling handling procedures, as detailed in Section 4, shall apply. A positive blood alcohol level shall be **(.04) grams per two hundred ten (210) L. of breath** ~~two one hundredths (.02) grams per one hundred (100) ml of blood~~. If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

12. ARTICLE 38 – ARBITRATION PROCEDURE

a. Section 38.01 – Amend Section 38.01 to read as follows:

In the event a grievance is unresolved after being processed through all the steps of the grievance procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 3, the Union may submit the grievance to arbitration. **The arbitrator will be chosen from a five (5) member panel of arbitrators from within 125 miles of the City of Parma, obtained from the Federal Mediation and Conciliation Service ("FMCS") by the alternative strike method with the OPBA striking first.** ~~There is hereby created a permanent panel of arbitrators which shall consist of the following: (1) Daniel Zeiser; (2) Stewart Savage; (3) Gregg Lavelle; (4) Susan Grody Ruben; and (5) James Rimmel, or other mutually agreeable arbitrator. The arbitrator will be chosen from the permanent panel of arbitrators by the alternative strike method with the Union striking first.~~

b. Section 38.04 – Amend Section 38.04 to read as follows:

The fees and expenses of the arbitrator **including the cost of obtaining the panel** and the cost of the hearing room, if any, will be borne by the party losing the grievance. 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.

FOR THE OPBA:

FOR THE CITY OF PARMA:


8-8-2022
Date


10/16/22
Date