

**STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD**

**FACT FINDER'S REPORT
AND
RECOMMENDATION**

in the Matter of

**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION,
(SERGEANTS AND LIEUTENANTS UNIT)**

and

CITY OF PARMA, OHIO

Case No. 2020-MED-09-0880

Fact Finder: John (Jack) Buettner

Date of Hearing: May 18, 2022

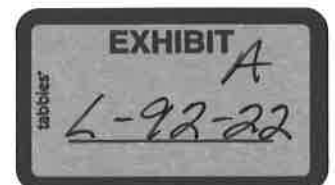
Date of Award: June 16, 2022

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APPEARANCES:

For the Union:

Dominic Saturday
Oliver Simic
Tom Siedlecki

For the Employer:

Pat Hoban	Labor Counsel
David Frantz	Counsel
Thomas Wm Weinreich	Safety Director

EXHIBITS:

Union Exhibits:

- A. City of Parma – OPBA (Sergeant & Lieutenant Unit) January 1, 2018 through December 31, 2020 Labor Contract
- B. OPBA Fact-Finding Positions

Employer Exhibits:

Statutory Exhibits:

- A. City of Parma – OPBA (Sergeant & Lieutenant Unit) January 1, 2018 through December 31, 2020 Labor Contract
- B. City of Parma Fact-Finding Proposals

City Exhibits:

- 1. City of Parma Patrol Officer Unit Salary Schedules – 2011 through 2020
 - A. City of Parma OPBA (Patrol Officer Unit) January 1, 2011 through December 31, 2011 Labor Contract Salary Schedule

B. City of Parma OPBA (Patrol Officer Unit) January 1, 2012 through December 31, 2014 Labor Contract Salary Schedule

C. City of Parma OPBA (Patrol Officer Unit) January 1, 2015 through December 31, 2017 Labor Contract Salary Schedule

D. City of Parma OPBA (Patrol Officer Unit) January 1, 2018 through December 31, 2020 Labor Contract Salary Schedule & First Responder's Pay (Art. 38)

2. City of Parma Sergeant & Lieutenant Unit Salary Schedule (Rank Differentials – 2011 through 2020

A. City of Parma OPBA (Sergeant & Lieutenant Unity) January 1, 2011 through December 31, 2011 Labor Contract Salary Schedule (Rank Differentials)

B. City of Parma OPBA (Sergeant & Lieutenant Unity) January 1, 2012 through December 31, 2014 Labor Contract Salary Schedule (Rank Differential)

C. City of Parma OPBA (Sergeant & Lieutenant Unity) January 1, 2015 through December 31, 2017 Labor Contract Salary Schedule (Rank Differentials)

D. City of Parma OPBA (Sergeant & Lieutenant Unity) January 1, 2018 through December 31, 2020 Labor Contract Salary Schedule (Rank Differentials)

3. Comparison of OPBA Patrol Officer and OPBA Sergeant & Lieutenant Unit Total Pay Increases 2011 through 2020

4. Comparison of City vs. OPBA Fact Finding Pay Proposals

5. City of Parma OPBA (Patrol Officer Unit) January 1, 2021 through December 31, 2023 Labor Contract

6. City of Parma IAFF Local 639 January 1, 2021 through December 31, 2023 Labor Contract

7. City of Parma OPBA (Dispatcher Unit) January 1, 2021 through December 31, 2023 Labor Contract

8. City of Parma AFSCME (City Hall Unit) January 1, 2021 through December 31, 2023 Labor Contract Salary Schedule
9. City of Parma AFSCME (Police Records Unit) January 1, 2021 through December 31, 2023 Labor Contract Salary Schedule
10. City of Parma Public Works Department Employees January 1, 2021 through December 31, 2023 Labor Contract Salary Schedule
11. City of Parma Laborers Local 860 January 1, 2021 through December 31, 2023 Labor Contract Salary Schedule
12. Comparison of Parma Safety Forces Paid Holidays
13. Cuyahoga County Police Sergeant, Lieutenant, & Captain Rank Differential Comparables
14. Cuyahoga County Police Patrol Officer Compensation Comparables
15. Cuyahoga County Police Sergeant Compensation Comparables
16. Cuyahoga County Police Lieutenant Compensation Comparables
17. AFSCME City Hall Unit Voluntary Layoff Agreement
18. AFSCME Police Records Voluntary Layoff Agreement
19. Parma Service Workers Unit Voluntary Layoff Agreement
20. OPBA Sergeant & Lieutenant Unit 12-Hour Shift MOU
21. Extension and R.C. § 4117.14(G)(11) Waiver
22. OPBA Patrol Officers and City Final, Comprehensive Tentative Agreement for 2021-2023 Labor Contract

INTRODUCTION:

The City of Parma (the “Employer” or “City”) is located in Cuyahoga County on the southwestern edge of Cleveland. It is the seventh largest city in Ohio with a population of over 81,000 residents. The population, however, has declined by 7.5% since 1990. Parma has an economy serving small and big businesses alike including the General Motors Company. The median income for a household in the city was \$67,402 with a poverty rate of 9.12%. Parma consistently ranks as one of the safest big cities in the United States.

The Parma Police Department is the law enforcement arm of the City. The Ohio Patrolmen’s Benevolent Association, Sergeants and Lieutenants Unit (“OPBA” or the “Union”), consists of all full-time Sergeants and Lieutenants in the Parma Police Department. There are approximately ten (10) full-time Sergeants and five (5) full-time Lieutenants in the unit.

BACKGROUND:

The Parties are operating under a collective bargaining agreement (CBA) that expired on December 31, 2020. On November 30, 2020, the Parties executed an extension of the CBA and R.C. §4117.14.14(G)(11) waiver to allow City-wide negotiations to proceed. Six (6) bargaining sessions were held without attorneys between August 4, 2021 and January 24, 2022. All issues and proposals were discussed but no tentative agreements were reached. After two (2) subsequent conversations between the Parties’ representatives, the decision was made to proceed to fact-finding. The fact-finding hearing was held on May 18, 2022, at 9:30 AM at the Parma City Hall, 6611 Ridge Road, in Parma.

The Parties agreed to waive service of this Fact-Finder's report via overnight delivery and agreed upon service via email.

This Fact Finder must take into consideration the following, pursuant to the Ohio Revised Code, Section 4117.14 (C)(4)(e), which establishes the criteria that is to be used by a Fact-Finder in making a recommendation. The criteria are:

- Past collectively bargained agreements, if any, between the parties;
- Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- The interest and welfare of the public, the ability of the public employer to finance and administer the issue proposed, and the effect of the adjustments on the normal standard of public service;
- The lawful authority of the public employer;
- Any stipulations of the parties;
- Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or private employment.

UNRESOLVED ISSUES

Employee Rights - Article 12

Union's Position and Rationale:

The Union proposes maintaining current contract language since the City did not provide any evidence as to why these changes were necessary.

Employer's Position and Rationale:

The Employer is proposing the following:

12.01 An employee 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 ~~interrogations~~ **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 Any investigation or interrogation of an officer will be conducted by an officer or officers of equal or higher rank than the officer against whom the complaint or charge is filed.~~ **An employee 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~~ **employee** shall be informed of the nature of ~~the~~ **an administrative investigation of the employee** 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 investigation or questioning of an officer will be conducted by an officer or officers of equal or higher rank than the officer against whom the compliant 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 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 questioning 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 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.

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.

~~12.04 If the officer about to be interviewed or interrogated is under arrest or is a suspect in a criminal investigation, and the answers which the officer is asked to make to interrogators or information derived from such answers will or may be used in a criminal trial, the officer shall be completely informed of his Constitutional rights prior to the commencement of any interrogation.~~

~~12.05 Any interrogation, questioning or interviewing of an officer will be conducted at hours reasonably related to his shift, preferably during his working hours. Interrogation sessions shall be for a reasonable period of time, and time shall be allowed during such questioning for attendance to physical necessities.~~

~~12.06 Before an officer may be charged with insubordination or like offense for refusing to answer questions or participate in 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 the rights afforded him in Section 12.04 hereof.~~

~~12.07 When an officer suspected of violations is being interrogated in an internal investigation, such interrogation may be recorded by the police department or subject officer at the request of either party. Notice shall be given prior to any recording.~~

~~12.08 The officer under investigation and the investigator shall not be subjected to abusive or threatening language. No promise of reward shall be made.~~

~~12.09 Any complaints by civilians shall be reduced to writing and provided to the employee within ten (10) scheduled 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. No officer of the Parma Police Department shall assume the~~

~~role and/or name of the original complainant. This does not apply to criminal investigations.~~

~~12.10 An employee may request an opportunity to review his personnel file, add 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. The file maintained by the City Hall Personnel Department will be considered the "personnel file" for purposes of this Article and will be the only "personnel file" in any promotional or disciplinary settings. An employee may request the documents he knows to exist be inserted in the "personnel file."~~

~~12.11 At the employee's request, on or about March 1 of each year, written reprimands and written records of verbal reprimands 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 eight (8) 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.~~

~~12.12 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.~~

~~12.13 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.~~

The City's proposal mirrors the language that was used in the OPBA Patrol Officer contract. The language was developed in consultation with the Sergeants and Lieutenants prior to negotiations with the Patrol Officers. The City contends that not only were the Parties involved in the development of the language, but OPBA had agreed to the language prior to negotiations.

Fact-Finder's Position and Rationale:

This Fact-Finder recommends accepting the Employer's proposal. The Parties jointly worked on the language prior to negotiations, and at the mediation step of the fact-finding, the Union agreed to the proposal.

Association Representation - Article 13

Union's Position and Rationale:

Amend Article 13, Section 4 as follows:

~~Effective January 1, 2019,~~ tThe Union President and (2) other Union representatives selected by union members shall each be entitled to take off sixty (60) ~~twenty-four (24)~~ hours union leave per calendar year to be used at the discretion of the employee. Union Leave is not cumulative and must be taken in the calendar year.

The Union contends that the proposed change would provide internal parity with other OPBA-represented bargaining units. They cited the Patrolman who receive 60 hours for each elected union representative and the Dispatchers who receive 40 hours for their elected union representative.

Employer's Position and Rationale:

The Employer position on this issue is current contract language.

Fact-Finder's Position and Rationale:

After discussion and mediation, this Fact-Finder recommends current contract language.

Sick Leave - Article 14, Sections 14.06 and 14.11

Union's Position and Rationale:

The Union had no position on this article.

Employer's Position and Rationale:

Amend Section 14.06 to read as follows:

14.06 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, **or cohabitating domestic partner, and the employee's/spouse's/cohabitating domestic partner's** children, parents, stepchildren, or ~~current mother or father in-law residing with the employee~~ **cohabitating grandparents.**

For purposes of this Agreement, a "cohabitating domestic partner" is a person with whom the employee is living and has lived in a common law spousal relationship and has cohabitated with the employee for a period of at least thirty (30) full months prior to the request for sick leave related to

the cohabitating domestic partner, the cohabitating domestic partner's children, or the cohabitating domestic partner's parents. An employee claiming use of sick leave under this section must execute an affidavit identifying his or her cohabitating domestic partner and attesting that the employee has cohabitated with the identified individual for a minimum of thirty (30) full months prior to the request for use of sick leave. An employee may not identify more than one cohabitating domestic partner for any given period of time and may identify either a "spouse" or a "cohabitating domestic partner" for any given period of time, but not both for the same period of time.

Amend Section 14.11 to read as follows:

14.11 Employees shall have the option of converting accumulated sick leave into pay or ~~compensatory~~ **Union Contract Bank** time at the rate of two (2) accumulated sick leave hours for one (1) hour of ~~or compensatory~~ **Union Contract Bank** time. The maximum conversion available shall be forty (40) hours per calendar year. The conversion applies only to sick leave earned within the calendar year and must be requested in writing by the employee on or before November 30th. The conversion shall be made in the first pay period in December.

The City contends that the proposed changes to Section 14.06 mirror the language of the OPBA Patrol Officer contract and reflect current practice with respect to cohabitating domestic partners.

The proposed changes to Section 14.11 arose from a request by the City Auditor in response to comments from the Ohio State Auditor that different types of compensatory time needed to be kept separately. The intent is to avoid characterizing sick time as "compensatory time", which has its own distinct meaning.

Fact-Finder's Position and Rationale:

The Union did not submit a proposal regarding this article. Since the City's proposed language represents current practice and clarifies compensatory time for all Parties, this Fact-Finder recommends the City's proposal as listed above.

Bereavement Leave - Article 16

Union's Position and Rationale:

The Union had no position on this issue.

Employer's Position and Rationale:

Amend Section 16.01 to read as follows:

~~Bereavement Leave allows employees paid time off to deal with the death of a family member. Employees shall be granted four (4) days 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, parent or current mother or father-in-law, brother, sister, grandparent, spouse's grandparent, current sister, brother, daughter, or son-in-law.~~ **Employees shall be granted bereavement leave time off with pay, which shall not be charged against sick leave, in the event of a death of a spouse, child, parent, brother, sister, grandparent, or grandparent-in-law, or a mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law, grandchild, cohabitating domestic partner, or a cohabitating domestic partner's child, parent, sibling, grandparent or grandchild. The employee shall be entitled to four (4) consecutive work days of bereavement leave with pay to be taken within seven (7) calendar days of the scheduled funeral or memorial service.**

For purposes of this Agreement, a “cohabitating domestic partner” is a person with whom the employee is living and has lived in a common law spousal relationship and has cohabitated with the employee for a period of at least thirty (30) full months prior to the request for bereavement leave related to the cohabitating domestic partner, the cohabitating domestic partner’s children, or the cohabitating domestic partner’s parents. An employee claiming use of bereavement leave under this section must execute an affidavit identifying his or her cohabitating domestic partner and attesting that the employee has cohabitated with the identified individual for a minimum of thirty (30) full months prior to the request for use of bereavement leave. An employee may not identify more than one cohabitating domestic partner for any given period of time and may identify either a “spouse” or a “cohabitating domestic partner” for any given period of time, but not both for the same period of time.

Employees will be permitted with proper authorization to take additional days for funeral leave, when necessary, which shall be charges against any accumulated leave at the employee’s discretion.

The City’s proposal mirrors the language in the OPBA Patrol Officer contract and reflects the current practice regarding cohabitating partners.

Fact-Finder’s Position and Rationale:

The Union did not submit a proposal regarding this article. Since the City’s proposed language represents current practice, this Fact-Finder recommends the Employer’s proposal as listed above.

Holidays - Articled 17

Union's Position and Rationale:

The Union proposes to amend Article 17, Section 1 as follows:

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

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

The addition of Juneteenth as a paid holiday would bring internal parity to other bargaining units. The current contract provides 14 paid holidays equaling 112 hours of compensatory time. The addition of Juneteenth would provide a total of 120 compensatory hours. Fire department employees receive 144 holiday hours. Further, the Union contends that the City has extended the Juneteenth holiday to every other bargaining unit.

Employer's Position and Rationale:

The City would like to maintain parity with other City Safety Forces, all of which have 14 designated holidays. The Juneteenth holiday has been added to other City contracts, however, the number of days had stayed at 14. The Fire bargaining unit, for example, requested that Christmas Eve be added in lieu of Juneteenth. The City proposes substituting Juneteenth for one of the other paid holidays.

Fact-Finder's Position and Rationale:

My recommendation is that Juneteenth be added to Holidays starting in 2022. The language would read as follows:

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

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

VACATION – ARTICLE 18

Union's Position and Rationale:

Amend Article 18, Section 2 as follows:

Employees 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 one (1) workday off for each month worked but not more than eight (8) work days, 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 a full two (2) weeks' 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 three (3) weeks' 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 four (4) weeks' 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 five (5) weeks' 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 six (6) weeks' vacation, with pay, after such anniversary date.
- F) Upon completion of twenty-five (25) years of continuous employment, and each five (5) years of service thereafter, an eligible employee shall receive one (1) additional week of vacation.

Currently, the contract provides a vacation schedule that ends after 22 years of continuous service. The Union proposes adding vacation time for long-time employees. This proposal would bring internal parity to what fire department employees receive. They receive an extra 24 hours of vacation after 25 years of continuous service plus another 24 hours of vacation for each five years of service thereafter.

Employer's Position and Rationale:

The City proposes current contract language.

Fact-Finder's Position and Rationale:

This Fact-Finder recommends current contract language.

OVERTIME – ARTICLE 19

Union's Position and Rationale:

Amend Article 19, Section 1 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. "Work actually performed" shall include only holiday, vacation, compensatory time, approved duty injury leave, and hours actually worked.

The Union contends that an employee should not lose an overtime premium if they were injured serving the city. Further, the city has already agreed to this benefit with the OPBA-represented Patrolmen.

Employer's Position and Rationale:

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~~, 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.

The City proposes language that will specifically account for 12-hour shift scheduling. This amendment is in accordance with current practice and with the language of the

OPBA Patrol Officer contract. The inclusion of “approved duty injury leave” reflects the terms of a grievance settlement that had been previously reached by the Parties.

Fact-Finder’s Position and Rationale:

This Fact-Finder recommends the Employer’s position as stated above.

LONGEVITY – ARTICLE 20

Union’s Position and Rationale:

Amend Article 20, Section 1 as follows:

All employees shall receive longevity payments after the compensation of the required length of continuous full-time service pursuant to the following schedule:

After five (5) years	\$400.00	per year
After ten (10) years	\$800.00	per year
After fifteen (15) years	\$1200.00	per year
After twenty (20) years	\$1600.00	per year
After twenty-five (25) years	\$2000.00	per year
After thirty (30) years	\$2400.00	per year

The rank differential for full-time Sergeants and Lieutenants will be applied to this section.

The Union contends that since employees are working longer than they have in the past, another longevity step is needed to reward and retain employees. Further, rank differential needs to be applied to the longevity payments.

Employer’s Position and Rationale:

The City position is current contract language .

Fact-Finder's Position and Rationale:

This Fact-Finder recommends maintaining current contract language.

TRAINING AND EDUCATION – ARTICLE 23

Union's Position and Rationale:

Amend Article 23, Section 4 as follows:

~~The Employer shall reimburse all employees for costs incurred for books and tuition for any successfully completed course related to police and law enforcement curriculums that had prior approval by the Safety Director and Chief of Police. Such reimbursement is contingent upon attaining a 2.0 grade point average or better. Upon the successful completion of the course, the books will be turned over to the police library. The City shall reimburse all bargaining unit employees for costs incurred for books and tuition for all successfully completed courses required in achieving a policing, criminal justice, or law enforcement degree which had prior approval by the Safety Director and the Chief of Police. Such reimbursement will be made at the (in-state) Cuyahoga Community College credit hour rate when an employee is attending a community college and at the (in-state) Cleveland State University credit hour rate when an employee is attending a four-year college. Reimbursement will also be contingent upon attaining a 2.5 grade average or better. Courses taken for a second time will not be reimbursed. Upon completion of the course, the books will be turned over to the City Police Department for possible resale value to the City or to be placed in the Police Department library.~~

The Union proposes to reimburse employees for the actual cost of their tuition and books and to lower the grade point average required from 2.5 to 2.0. OPBA-represented patrolmen already have this benefit.

The Union referred to the City's proposal as having a "claw back" provision in which the employee is required to pay back the City for tuition reimbursement if he/she later quits. Also, the City's proposal requires employees to take advantage of grants. The City, however, has not shown any evidence that Union members are failing to take advantage of grants, scholarships, or other subsidies, nor is there any evidence that members are attaining a degree and then leaving.

Employer's Position and Rationale:

Amend Sections 23.01, 23.05 and 23.06 to read as follows:

Section 23.01: 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:~~

~~LOCAL SCHOOLS (excluding Parma & Parma Heights) 1 HOUR EACH WAY~~

~~COLUMBUS AREA SCHOOLS 3 HOURS EACH WAY~~

~~LONDON SCHOOLS 4 HOURS EACH WAY~~

Employees will only receive additional compensation beyond their regular pay for training/travel that occurs outside of the employee's regularly-scheduled hours.

ReNUMBER current Section 23.05 as 23.07 and add the following as new Section 23.05:

Employee is required to take advantage of all grants and discounts including for example the Fraternal Order of Police membership discount. Failure to do so will result in a dollar-for-dollar reduction of reimbursement.

Add new Section 23.06:

Employees leaving employment with the City of Parma for any reason other than retirement shall repay City for reimbursements made under Section herein according to the following:

Leaving less than two (2) years after date of reimbursement – 100%

Leaving more than two (2) and less than three (3) years after date of reimbursement – 75%

Leaving more than three (3) and less than four (4) years after date of reimbursement – 50%

Leaving more than four (4) and less than five (5) years after date of reimbursement – 25%

The City's proposes to eliminate language that offered compensation for training travel time but only from specific locations. Training travel time would still be compensated but only when it occurs outside of the employee's regularly scheduled hours. The City also proposed language that would encourage employees to take advantage of possible grants and discounts for training. The last proposal, new Section 23.06, was meant to encourage retention of employees by providing full tuition reimbursement but only if an employee remains employed with the City for at least five years.

Fact-Finder's Position and Rationale:

This Fact-Finder is recommending the following language which addresses the issues of both Parties:

Section 23.01: 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-

Employees will only receive additional compensation beyond their regular pay for training/travel that occurs outside of the employee's regularly-scheduled hours.

Section 23.04: The City shall reimburse all bargaining unit employees for costs incurred for books and tuition for all successfully completed courses required in achieving a policing, criminal justice, or law enforcement degree which had prior approval by the Safety Director and the Chief of Police. Reimbursement will also be contingent upon attaining a 2.5 grade average or better. Courses taken for a second time will not be reimbursed. Upon completion of the course, the books will be turned over to the City Police Department for possible resale value to the City or to be placed in the Police Department library.

Renumber current Section 23.05 as 23.07.

NEW 23.05: Employee is required to take advantage of grants and discounts commonly offered to law enforcement officers including, for example, the Fraternal Order of Police membership discount. The City will notify employees of commonly available grants and discounts and the educational institutions that offer them. An employee's failure to take advantage of a grant or discount of which the City provided notice prior to registration will result in a dollar-for dollar reduction of reimbursement.

NEW 23.06: Employees leaving employment with the City of Parma for any reason other than retirement or disability-related resignation (verified by the City) shall repay City for reimbursements made under Section 23.04 herein according to the following:

Leaving less than two (2) years after date of reimbursement – 100%

Leaving more than two (2) and less that three (3) years after date of reimbursement – 75%

Leaving more than three (3) and less that four (4) years after date of reimbursement – 50%

Leaving more than four (4) and less that five (5) years after date of reimbursement – 25%

SALARIES – ARTICLE 25

Union's Position and Rationale:

Amend Article 25, Section 1 as follows:

The rank differentials shall be 22% for Sergeant shall be nineteen percent (19%) effective January 1, 2018, twenty percent (20%) effective January 1 2019, and twenty one percent (21%) effective January 1, 2020, and twelve and one-half (12,5%) percent 13%-for Lieutenants.

In addition, each employee will receive a one-time, lump-sum \$3,500 premium payment. The City and the OPBA intend for this payment to be pensionable.

Amend Article 25, Section 3 as follows: effective

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

Amend Article 25, Section 4 as follows:

In addition to other compensation set forth herein, beginning with the first regular pay day in January of each year, members shall receive an education bonus for having received a college degree from an accredited institution in a course of study deemed by the Director of Public Safety to be police-related. This payment shall be: (a) five hundred dollars (\$500.00) for an Associate Degree, or (b) one thousand dollars (\$1,000.00) for a Bachelor's Degree, or (c) one thousand five hundred dollars (\$1,500.00) for a Masters, Doctorate, or Law Degree provided that only one payment shall be made per employee regardless of the number of degrees he may have attained. Payment shall be made in a separate check. Members having such degrees on the date this Agreement is executed shall be deemed eligible for payment, however, no course of study for any future degrees by current employees nor degrees for future employees shall be deemed eligible unless the Safety Director has, in writing, approved the course of study for the specific individual as being police-related.

The rank differential for full-time Sergeants and Lieutenants will be applied to this section.

Create a new Section, which will read as follows:

All employees shall receive a shift differential in the amount of twenty-five (\$.25) cents per hour for all hours worked on a shift commencing on or after 2:00 p.m. The rank differential for full-time Sergeants and Lieutenants will be applied to this section.

Create a new Section, which will read as follows:

The City will pay, using the fringe benefit method, each employee's entire contribution to the Police and Firefighter's Disability and Pension Fund.

The Union is proposing to increase the rank differential by 1% for Sergeants and 0.5% for Lieutenants. This differential would also apply to education bonuses. Further, the Union is proposing that the same shift differential benefits and the \$3,500 premium payment that OPBA-represented patrolmen receive be extended to them.

Employer's Position and Rationale:

Section 25.01 - Rank Differentials – current contract language.

Add the following to Section 25.01:

“Each employee will receive a one-time, \$3,500.00 lump sum Premium Pay.”

Amend Section 25.03 to read as follows:

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

For employees who had 15 years of service in the Ohio Police & Fire pension system (OP&F) prior to July 2, 2013, during such ~~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~~-**service weapon** qualification time to cash as the qualification occurs, to be paid in the employee's regular paycheck. **For employees with 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 the primary and secondary service weapon qualification time to cash as the qualification occurs, to be paid in the employee's regular paycheck.**

The City contends that the Union is asking for economic benefits not agreed to with its other settled units. The Union is rejecting a wage settlement pattern that has already been established with seven (7) of the City's eleven (11) employee bargaining units including the OPBA-represented Patrol Officers unit.

Fact-Finder's Position and Rationale:

This Fact-Finder is recommending the following language for Section 25.01 which takes into account the issues of both Parties:

Rank differentials will remain current contract Language.

Add to 25.01: Each employee will receive a one-time \$3,500.00 lump sum Premium Pay.

Amend to read:

Employees shall receive Union Contract Bank-time off for the successful qualification with their primary service weapon. Such amount shall be awarded annually and be determined by Departmental Policy, which shall not be less than sixteen (16) or more than fifty (50) hours. Employees shall receive Union

Contract Bank time off of up to thirty (30) hours for the successful qualification with their secondary service weapon as determined by Departmental Policy.

For employees who had 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 the primary and secondary service weapon qualification time to cash as the qualification occurs, to be paid in the employee's regular paycheck. For employees with 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 the primary and secondary service weapon qualification time to cash as the qualification occurs, to be paid in the employee's regular paycheck.

Add to 25.01: All employee shall receive a shift differential in the amount of twenty-five (\$.25) cents per hour for all hours worked on a shift commencing on or after 2:00 p.m. The respective rank differential for full time sergeants (21%) and Lieytnnats (12.5%) will be applied to the shift differential.

MISCELLANEOUS – ARTICLE 26

Union's Position and Rationale:

Amend Article 26, Section 10 as follows:

Employees will be granted off three (3) ~~two (2)~~ 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.

Create a new Section, which will read as follows:

In recognition of the fact that police officers are often the first responders to a critical incident, and often administer emergency first aid, including the utilization of Narcan, CPR, and AED, etc., all employees who undertake training and are

capable of applying that training in the field, shall be paid an annual First Responder's wage supplement of \$1,250.00.

The Union contends that the City does not recognize ranking officers as first responders, which they often are. They are required to complete the same training but do not receive the same compensation as OPBA-represented patrolmen.

Employer's Position and Rationale:

The City's position is current contract language.

Fact-Finder's Position and Rationale:

This Fact-Finder recommends the following language for 26.10:

Effective January 1, 2021, employees will be granted off 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.

PROMOTIONS – ARTICLE 32

Union's Position and Rationale:

The Union had no position on this article.

Employer's Position and Rationale:

Amend Section 32.03 to read as follows:

A Promotional Board consisting of five (5) persons shall be created as follows: (a) the Police Chief; (b) the Safety Director; (c) ~~an Arbitrator selected from the panel listed in Article XV pursuant to the procedure contained in Section 15.01 herein~~ **the Deputy Chief or a Captain, (chosen at random by Chief and OPBA Director)**; (d) one (1) employee from the rank **above** where the vacancy exists, **(chosen at random by Chief and OPBA Director)** ~~to be appointed by the Union President of the bargaining unit;~~ and (e) one (1) employee from the **rank where the vacancy exists and not on active promotional list, (chosen at random by Chief and OPBA Director)** ~~bargaining unit, to be appointed by the Union President.~~ ~~The arbitrator fees shall be shared equally by the Employer and the Union.~~ When the promotional vacancy is in the position of Captain, the Promotional Board position identified in (d) above ~~may~~ **will** be filled by ~~a Captain or the Deputy Chief.~~

The City proposed this language to more closely mirror the composition of the board as set forth in the OPBA Patrol Officer contract and to reflect the current practice between the Parties.

Fact-Finder's Position and Rationale:

This Fact-Finder recommends the following language:

A Promotional Board consisting of five (5) persons shall be created as follows: (a) the Police Chief; (b) the Safety Director; (c) an Arbitrator/Neutral selected from the following list: Burt Griffin; Jonathan Klein; Greg Lavelle; Robert Lustig; Donald Jaffe; Gregory Szuter; or Daniel Zeiser (all Arbitrators/Neutral have agreed to accept a \$250.00 fee per Promotional Board); (d) one (1) employee from the rank where the vacancy exists, (chosen at random by Chief and an

OPBA Director at random by picking a name out of a hat); and (e) one (1) employee from the bargaining unit (chosen by the Chief and an OPBA Director by picking a name out of a hat). The arbitrator fees shall be shared equally by the Employer and the Union. When the promotional vacancy is in the position of Captain, the Promotional Board position identified in (d) above may be filled by a Captain or the Deputy Chief.

DURATION – ARTICLE 34

Union's Position and Rationale:

Amend Article 34, Section 1 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 retroactive from January 1, 2021, through ~~upon ratification or the issuance of a conciliator's award and shall remain in full force and effect until December 31, 2023~~ 2020.

The Union is proposing a three (3) year agreement retractive from January 1, 2021 through December 31, 2023.

Employer's Position and Rationale:

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 or the issuance of a conciliator's award and shall remain in full force and effect until December 31, ~~2020~~ **2023**.

Fact-Finder's Position and Rationale:

Both Parties agree to a three-year contract. This Fact-finder is recommending the following language for Article 34:

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 or the issuance of a conciliator's award and shall remain in full force and effect until December 31, 2023.

DRUG AND ALCOHOL TESTING – ARTICLE 35

Union's Position and Rationale:

Amend Article 35, Section 6 as follows:

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 ~~two~~ four one-hundredths (.042) 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. Sample handling procedures, as detailed in Section 4, shall apply. A positive blood alcohol level shall be ~~two~~ four one-hundredths (.042) 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.

The Union is proposing that the positive alcohol limit be consistent with the limit set by the Department of Transportation which is .04 grams of alcohol per 210 liters of breath. Further, OPBA-represented patrolmen and dispatchers already have the Department of Transportation standard in their labor agreements.

Employer's Position and Rationale:

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 two one-hundredths (.02) 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~~ **a second test using a breathalyzer or similar test equipment. A confirmatory positive alcohol level shall be .04 grams per 210 L. of breath.** Sampling handling procedures, as detailed in Section 4, shall apply. ~~A positive blood alcohol level shall be 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.

The City's proposal reflects actual practice, and the language has been agreed to by the OPBA Dispatchers unit.

Fact-Finder's Position and Rationale:

This Fact-Finder is recommending a combination of the two proposals. The initial positive blood alcohol level would be raised to .04 grams per 210 L. of breath. This is consistent not only with other internal contracts but also with Department of Transportation. The language concerning a second test reflects current practice. The language would 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 four one-hundredths (.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 second test using a breathalyzer or similar test equipment. A confirmatory positive alcohol level shall be .04 grams per 210 L. of breath. Sampling handling procedures, as detailed in Section 4, shall apply. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's file.

ARBITRATION PROCEDURE – ARTICLE 38

Union's Position and Rationale:

The Union had no position on this article.

Employer's Position and Rationale:

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. ~~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 **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) panel** ~~of arbitrators~~ by the alternative strike method with the Union striking first.

Amend Section 38.01 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 arbitration. Neither party shall be responsible for any of the expenses incurred by the other party.

Fact-Finder's Position and Rationale:

The Union submitted no proposal in regards to this article. The City's proposal includes the use of a five-member panel obtained from the Federal Mediation and Conciliation Service (FMCS) instead of a permanent panel of arbitrators. Since these listed arbitrators might not always be available, an FMCS panel seems to be a viable option. A cost would, however, be incurred. Since the losing party already bears the cost of the arbitrator and room, it would seem logical that they would also bear the cost of the panel. Therefore, this Fact-Finder is recommending the City's language as printed above.

CERTIFICATE OF SERVICE

The foregoing report was delivered via email on this the
16th day of June, 2022, to

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and

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