

ORDINANCE NO. 2020 – 13

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR A 2020 CONTRACT WITH RESPECT TO FULL – TIME EMPLOYEES IN THE CLASSIFICATIONS OF POLICE CAPTAIN AND POLICE SERGEANT, IN THE POLICE DEPARTMENT OF THE CITY TO APPEND TO THE 2017 – 2019 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PARMA HEIGHTS AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION, AND DECLARING AN EMERGENCY.

WHEREAS, a Collective Bargaining Agreement, effective January 1, 2017, through December 1, 2019, were made between the City of Parma Heights [City] and the Ohio Patrolmen's Benevolent Association [OPBA], with respect to terms and conditions of employment for full – time employees in the classifications of Police Captain and Police Sergeant, in the Police Department of the city; and

WHEREAS, the OPBA and the City are parties to Collective Bargaining Agreements ("CBAs"), governing the wages, hours, and working conditions of all full-time Police Patrolmen, and Sergeants and Captains; and

WHEREAS, the current CBAs expired at 11:59 P.M. on December 31, 2019; however, the parties have been operating under the *status quo* until now; and

WHEREAS, the Union and the City met several times, beginning on September 30, 2019; and

WHEREAS, the Patrolmen and Sergeants and Captains bargaining committees had a full and fair opportunity to negotiate a final agreement for 2020 [Ex. A.] that once and for all, set forth the wages, hours, and working conditions for a successor contract; and

WHEREAS, the parties reached a mutual agreement on April 20, 2020; and

WHEREAS, any terms and conditions not set forth in Exhibit A shall remain unchanged and in full force and effect as set forth in the 2017 – 2019 Collective Bargaining Agreement; and

WHEREAS, this CBA expires on December 31, 2020 and this Agreement adopts all of the terms and conditions set forth in agreement that expired on December 31, 2019, except for any revisions or additions contained Exhibit A.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1. The Collective Bargaining Agreement authorized by Ordinance No. 2019-19 for the period from January 1, 2017 through December 31, 2019, shall be extended through December 31, 2020 and any terms and conditions not set forth in Exhibit A shall remain unchanged and in full force and effect as set forth in the 2017 – 2019 Collective Bargaining Agreement.

Section 2. This Agreement expires on December 31, 2020 and this Agreement adopts and incorporates all of the terms and conditions of the Agreement that expired on December 31, 2019, except for any revisions or additions contained in Exhibit A.

Section 3. The Agreement as set forth in Exhibit A, only, is adopted, ratified and approved and the Mayor is authorized and empowered to execute and enter this Agreement, which shall be appended to the 2017 – 2019 Collective Bargaining Agreement between the parties.

Section 4. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 5. This ordinance is declared to be an emergency measure for the public peace, health and safety of the Municipality and for the further reason that the provisions of this ordinance are immediately required in order to continue the highest possible level of efficiency and service of Captains and Sergeants in the Police Department of the City; wherefore, this ordinance shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

PASSED: 4-27-2020


PRESIDENT OF COUNCIL

ATTEST: Florence A. Boblan

4-27-2020
APPROVED

FILED WITH
THE MAYOR: 4-27-2020


MAYOR

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
and
THE CITY OF PARMA HEIGHTS, OHIO

Final Agreement for 2020 Contracts

The Ohio Patrolmen's Benevolent Association ("Union") and the City of Parma Heights, Ohio ("City"), are parties to Collective Bargaining Agreements ("CBAs"), governing the wages, hours, and working conditions of all full-time Police Patrolmen, and Sergeants and Captains. The current CBAs expired at 11:59 P.M. on December 31, 2019; however, the parties have been operating under the *status quo* until now.

The Union and the City met several times, beginning on September 30, 2019. The Patrolmen and Sergeants and Captains bargaining committees had a full and fair opportunity to negotiate a final agreement that set forth the wages, hours, and working conditions for a successor contract. The parties reached a mutual agreement on April 20, 2020, at approximately 2:30 P.M.

The successor CBAs will expire after 11:59 P.M. on December 31, 2020. The 2020 CBAs will adopt the terms and conditions of the predecessor contracts that expired after December 31, 2019, in their entirety, except for any revisions or additions contained herein. Any terms not set forth below remain unchanged.

The Union and the City hereby agree as follows:

1. ~~ARTICLE 4 – OPBA SECURITY DUES CHECKOFF~~

Amend Section 1, which will now read:

~~4.01 The City will deduct, in whatever sum is authorized by the OPBA, an initiation fee and regular monthly dues from the pay of employees covered by this Agreement upon receipt from the Union or individual, written authorization cards voluntarily executed by an employee and bearing his/her signature. In addition, as a condition of employment, on or after the termination of a period of sixty (60) days following the beginning of a new employee's service or the effective date of this Agreement, whichever is later, any employee in the unit who is not a member of the Union shall pay, through employee deductions to the Union, a fair share fee, which fee shall not exceed the dues paid by members of the Union. Authorization and revocation shall be in compliance with Section 4147.09(B) (2) and (C), Ohio Revised Code. An itemized list of deductions made pursuant to this Section 4.01 shall be remitted by the City to the Union once each month; and upon receipt, the union assumes full responsibility for all funds deducted agrees to hold the Employer harmless from all liabilities or damages that may arise from the collection of Union dues.~~

Create a new provision called Section 2, which will read:

~~4.02 The City's obligation to checkoff Union dues will terminate when an employee separates employment, transfers to a job classification outside the bargaining unit, or properly notifies the City and the Union in writing that he has revoked his dues~~

checkoff authorization in accordance with the terms and conditions of that card. Copies of employees' dues checkoff cards are available from the OPBA upon request.

Create a new provision called Section 3, which will read:

4.03 No "fair share fees" will be withheld from an employee's pay unless and until the law changes to again permit the withholding of "fair share fees." If the law changes to again permit the withholding of "fair share fees," the Union and the City agree to meet within 30 days to bargain over the effects of reinstating "fair share fee" provisions in this Agreement.

2. **ARTICLE 6 – EMPLOYEE RIGHTS**

Amend Section 1, which will now read:

6.01 An employee has the right to the presence and advice of a Union representative and/or an attorney, not to exceed two (2) individuals (~~only one may speak~~), at all disciplinary hearings, internal investigations or other employee-employer related matters ~~if stated by the supervisor that the discussion may lead to disciplinary action or adversely affect the employee's terms and conditions of employment as set forth in this Agreement.~~

3. **ARTICLE 7 – NO-STRIKE/NO-LOCKOUT**

Create a new provision called Section 5, which will read:

7.05 The City will not lock out any employee during the term of this agreement.

4. **ARTICLE 10 – RATES OF PAY**

Wages for 2020 will remain the same as they were on December 31, 2019.

The Union and the City mutually agree to end the April 12th – 25th pay period on April 18th. Employees paid on a "current" basis will now be paid on a "withheld" basis, using the following schedule as an example:

Current Pay Basis	Withheld Pay Basis
Hours worked from: April 12-25 Will be paid on: April 24	Hours worked from: April 12-18 Will be paid on: April 24
Hours worked from: 26-May 9 Will be paid on: May 8	Hours worked from: April 19-May 2 Will be paid on: May 8
Hours worked from: May 10-May 23 Will be paid on: May 22	Hours worked from: May 3-16 Will be paid on: May 22

The Union and the City further agree that—to offset the 40-hour pay decrease caused by shortening the April 12th – 25th pay period—the City will allow employees to supplement their April 24th paychecks with up to 40 hours of the following accrued time of the employees' choice:

- a. Compensatory time
- b. Holiday time
- c. Vacation time
- d. The newly increased "personal health" time under Article 18, Section 1.

Upon execution of the 2020 CBAs, the Union will withdraw any pending grievances it has filed concerning the change in pay periods and pay dates as announced by the City on April 17, 2020.

5. **ARTICLE 12 – UNIFORM ALLOWANCE**

Amend Section 3, which will now read:

12.03 All contaminated uniforms rendered unusable with bodily fluids or by damage (not regular wear-and-tear) shall be replaced at the City's expense. In the event that the City requires any changes in uniforms, leather gear or safety equipment, the City will furnish all officers, at its expense, the first issue of said newly required uniforms, leather gear or safety equipment. In addition, the City will furnish up to a maximum expense of \$1,150, soft-body armor replacements that comply with NIJ Ballistic Resistance Standard-0101.06 to all officers no later than the expiration date cited by the manufacturer.

6. **ARTICLE 14 – VACATIONS**

Amend the first sentence of Section 1, which will now read:

14.01 Each regular, full-time member of the Police Department shall be entitled to the following annual vacation benefits, based on the length of continuous employment: Two (2) weeks' vacation with pay at the end of one (1) year full-time active duty; three (3) weeks' vacation with pay at the end of five (5) years full-time active duty; four (4) weeks' vacation with pay at the end of ten (10) years full-time active duty; five (5) weeks' vacation with pay at the end of ~~fifteen~~ ~~seventeen~~ (15~~7~~) years full-time active duty; six (6) weeks' vacation with pay at the end of ~~twenty-four~~ (20~~4~~) years full-time active duty.

7. **ARTICLE 18 – SICK LEAVE**

Amend the last paragraph of Section 1, which will now read:

Employees with accumulated sick leave may use ~~one hundred and four (104)~~ ~~sixty four (64)~~ hours of such leave as "personal health" days per calendar year at the discretion of the employee to be charged against accumulated sick leave. Such personal health hours shall be used in minimum increments of one (1) hour and may not be used if it incurs overtime, unless otherwise approved by the Chief of Police. "Personal health" days so utilized shall not be so charged as to reduce the employee's sick leave incentive.

8. **ARTICLE 22 - DISCIPLINE**

Amend Section 1, which will now read:

22.01 The City reserves the right to invoke discipline for just cause, as required. Any disciplinary measure involving suspension or discharge from employment ~~are shall be~~ subject to the grievance procedure set forth in this agreement, beginning at ~~step Step~~ ~~2 three (3) of the grievance procedure.~~ Any written reprimands or warnings will be subject to the grievance procedure as continued in this agreement except that such written reprimands and warnings will not be subject to arbitration. Disciplinary hearings or interviews requested as part of the disciplinary process will be conducted at hours reasonably related to the Employee's shift unless operational necessities require otherwise. Participation in such hearings or interviews outside of normal shift hours will be subject to the minimum call-in provision of §11.04 of this contract. ~~(Example: Minimum call-in pay of four (4) hours if hearing is held on the officer's day off; minimum call-in pay of two (2) hours if hearing is held prior to scheduled shift; holdover pay to be paid at an overtime rate if hearing is held at the conclusion of a regular shift.)~~ Where practicable, notices of hearings/interviews will be given at the workplace.

Amend Section 2, which will now read:

22.02 The City shall be prohibited from invoking discipline unless such disciplinary charges are initiated within sixty (60) days of the City's discovery of the incident or conduct giving rise to the intended discipline. ~~If the incident giving rise to the discipline is also the subject of a criminal investigation, disciplinary charges must be filed within 60 days after criminal charges are filed in a court with jurisdiction over the incident, or within 60 days after the City is notified that the investigation is complete. Discipline for incidents involving criminal activity shall be exempt from such sixty-(60)-days limitation. The sixty-(60)-day limitation for invoking discipline for criminal activity will commence at the time when criminal charges, if any, are filed. The sixty-(60)-days limitation will commence at the conclusion of the criminal investigation, whether or not criminal charges have been filed.~~

Amend Section 3, which will now read:

22.03 Any record of a complaint against an employee that is ~~not~~ ~~groundless~~ ~~valid and actionable~~ within thirty (30) days will be removed from the employee's personnel file but will be maintained in a separate location.

Amend Section 4, which will now read:

22.04 Any written reprimand or warning will not be considered by an arbitrator for any purpose more than one (1) year beyond the date on which said discipline was issued, if the employee has not subsequently within said one-year period been disciplined for the same offense.

Any record of discipline involving a one (1) day suspension ~~or less~~ will not be considered by an arbitrator for any purpose more than two (2) years beyond the date

on which said discipline was issued, if the employee has not subsequently within said two-year period been disciplined for the same offense.

Any record of discipline involving suspensions greater than one (1) day will not be considered by an arbitrator for any purpose more than five (5) years beyond the date on which said discipline was issued, if the employee has not subsequently within said five-year period been disciplined for the same offense.

9. ARTICLE 23 – GRIEVANCE PROCEDURE

Amend Section 1, which will now read:

23.01 A grievance is a dispute or controversy arising between the parties City and a grievant concerning the interpretation or application of some specific and express written provision of the agreement. A grievant shall be defined as any bargaining unit employee or the OPBA or an OPBA director. Every grievant The Union and its representatives shall have the right to present his/her grievances in accordance with the procedures herein provided, free from any interference, coercion, restraint, discrimination or reprisal. It is the intent of both parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure. For purposes of definition a “day” as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or holidays ~~celebrated~~ declared by the City.

When a grievance arises, the following procedure shall be observed:

GENERAL STIPULATION: ~~The grievance should identify the time and location where the incident giving rise to the grievance took place, and state the provision(s) of the Collective Bargaining Agreement implicated by the events, as well as the remedy sought. All grievances shall include the name and position of the bargaining unit member affected by the alleged incident. The incident should be identified as to time and place where the alleged events or conditions giving rise to the grievance took place.~~

Informal Step ~~Step 1.~~ An employee grievant who has a possible grievance ~~shall may~~ discuss it informally with his/her immediate supervisor, either alone or accompanied by his/her Union representative ~~within five (5) days after the grievant learned, or should have learned, of the event upon which the grievance is based. The immediate supervisor shall give an answer to the grievant within three (3) days following the date of the grievance discussion.~~

Step 1.2. If ~~a~~ the grievant's grievance is not satisfactorily settled at the Informal Step in ~~Step 1,~~ the grievance shall be reduced to writing and signed by the grievant and submitted to the Chief of the Police Department within ~~nine-ten (10)~~ days after the grievant learned or should have learned of the event upon which the grievance is based. The written grievance must set forth the ~~complex~~ facts upon which it is based, the date and time of ~~their~~ its occurrence, the Agreement provision upon which the grievance is based, the name of the employee involved, and the relief requested. The Police Chief shall give a written answer within ~~three-ten (10)~~ days after the receipt of the grievance ~~in writing.~~

~~Step 3. If the grievance is not satisfactorily settled in Step 2, the grievant may appeal in writing to the Director of Public Safety within fifteen (15) days after he learned or should have learned of the event upon which the grievance is based. The Director of Public Safety, together with such representatives of the City as the Director of Public Safety deems appropriate, shall then meet with a representative or representatives of the Union and the grievant to consider the grievance. For grievances dealing with suspensions without pay, the Director of Public Safety shall hold the Step 3 hearing within five (5) working days of the date upon which the written appeal is received by the Director of Public Safety. For grievances dealing with discipline other than suspensions without pay, the Step 3 hearing shall be held within ten (10) working days of the date upon which the written appeal is received by the Director of Public Safety. The Director of Public Safety will answer the grievance in writing within ten (10) working days following completion of the Step 3 discussion.~~

Step 2.4. If the grievance is not satisfactorily settled in Step 1.3, the grievant Union may appeal in writing to the Mayor or his designee within ten (10) days after the Step 1 response ~~he learned or should have learned of the event upon which the grievance is based.~~ The Mayor or his designee, together with such representatives of the City as the Mayor or his designee deems appropriate, shall then meet with a representative or representatives of the Union and the grievant to consider the grievance. The Mayor or his designee will answer the grievance in writing within ten (10) working days following completion of the Step 2.4 discussion.

Mediation. The Union may request FMCS mediation of any grievance not resolved at Step 2. The request must be made within ten (10) days after the Step 2 response is issued. The City has ten (10) days to respond to the request for mediation. If the City declines mediation, the Union must file a notice of intent to arbitrate within thirty (30) days as stated in the Arbitration Step below. If the City agrees to mediate the grievance, the time for appealing to arbitration is extended to ten (10) days after mediation is complete.

Arbitration Step 5. If the grievance is not satisfactorily settled in Step 2 or grievance mediation ~~Step 4~~, the Union may appeal the grievance ~~said decision within thirty (30) days after the grievant learned, or should have learned, of the event upon which the grievance is based~~ by filing a demand in writing with the City to submit the matter to final and binding arbitration ~~and simultaneously serving a demand for arbitration and a request for a list of arbitrators to the Federal Mediation and Conciliation Service.~~ The parties will select ~~shall attempt to agree on an arbitrator from the following panel submitted and if unsuccessful, either party may request a second panel. If a mutually agreeable arbitrator cannot be selected from the second panel, the parties shall be bound to accept an arbitrator from said second panel by the~~ **alternate strike method**, with the City striking first in discipline cases and the Union striking first in contract interpretation cases.

1. Robert Stein
2. Tom Nowel
3. Dan Zeiser
4. James Mancini

5. Dennis Minni

The arbitrator's authority shall be limited to interpretation and application of the terms of this Agreement, and he/she shall not have any authority to add to or subtract from or modify in any way the provisions of this Agreement. The arbitrator shall not make an award in conflict with law or pass upon issues governed by law. The costs of the arbitration shall be shared equally by the Employer and Union.

Any grievance which is not timely presented in by the grievant in accordance with the time schedule set forth above shall be considered settled in accordance with the last answer of management and shall not be arbitrable. Any grievance not answered by management within the timetable set forth above shall be deemed rejected and will be advanced to the next step of the grievance procedure upon a timely filing of an appeal by the grievant Union in accordance with the provisions of this Agreement.

10. ARTICLE 26 - DURATION

Amend Section 1, which will now read:

26.01 This Agreement shall become effective on the 1st day of January, 20~~2017~~ and shall continue in full force and effect until midnight, December 31, 20~~2019~~, and thereafter from year to year unless at least sixty (60) days but not more than one hundred fifty (150) days prior to said expiration date, or any anniversary thereof, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions. Upon timely written notice of an intention to reopen negotiations, ~~the party filing the notice will contact the other party within fifteen (15) days to arrange an initial negotiating session an initial conference will be arranged within fifteen (15) days after receipt of such notice.~~

11. NEW ARTICLE - BARGAINING UNIT WORK/SUCCESSORSHIP

Create a new provision, which will read:

~~The City will not contract out work normally performed by employees in the bargaining unit to any individual or entity outside the bargaining unit.~~

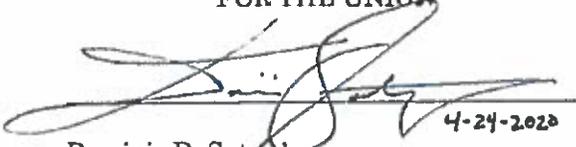
Create another new provision, which will read:

~~This Agreement will be binding on the successors and assignees of the parties in accordance with applicable law.~~

The signatures below certify that this agreement has been ratified and adopted by the Union and the City.

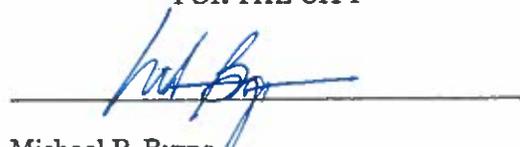
FOR THE UNION

FOR THE CITY

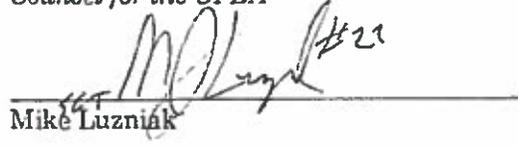


4-24-2020

Dominic D. Saturday
Counsel for the OPBA



Michael P. Byrne
Mayor, City of Parma Heights



#21

Mike Luzniak



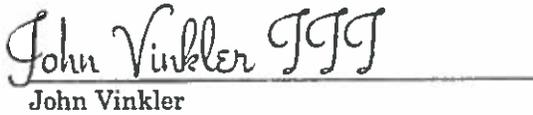
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Mike Deily

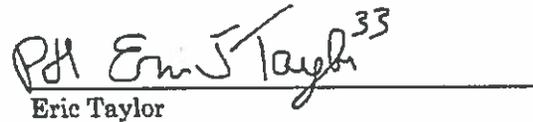


#58

Mike Molnar



John Vinkler



#33

Eric Taylor

Bargaining Committee