



# City of Parma Heights Special Council Meeting

6281 Pearl Road

Monday, August 9, 2021 7:30 PM

1. **ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**

## LEGISLATION

3. Consideration of AN ORDINANCE AMENDING SECTION 965.11 (SOLID WASTE COLLECTION FEE) OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS, TO CERTIFY TO THE COUNTY FISCAL OFFICER THE COSTS DUE TO THE CITY FOR WASTE COLLECTION FEES, AND DECLARING AN EMERGENCY. **ONE READING ONLY.**
4. Consideration of A RESOLUTION ASSESSING THE COST OF ABATING A CERTAIN NUISANCE, AND DECLARING AN EMERGENCY. **ONE READING ONLY.**
5. Consideration of A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PARMA HEIGHTS AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION [PATROLMEN], AND DECLARING AN EMERGENCY. **ONE READING ONLY.**
6. Consideration of A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PARMA HEIGHTS AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION [CAPTAINS/SERGEANTS], AND DECLARING AN EMERGENCY. **ONE READING ONLY.**
7. Consideration of A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE MATERIAL TERMS OF THE ONE OHIO SUBDIVISION SETTLEMENT PURSUANT TO THE ONE OHIO MEMORANDUM OF UNDERSTANDING AND CONSISTENT WITH THE TERMS OF THE JULY 21, 2021 NATIONAL OPIOID SETTLEMENT AGREEMENT, AND DECLARING AN EMERGENCY. **ONE READING ONLY.**
8. **ADJOURNMENT**

CITY HALL WILL BE OPEN FOR THE COUNCIL MEETING  
MASKS ARE REQUIRED IN CITY HALL

**ORDINANCE NO. 2021 - DRAFT**

**AN ORDINANCE AMENDING SECTION 965.11 (SOLID WASTE COLLECTION FEE) OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS, TO CERTIFY TO THE COUNTY FISCAL OFFICER THE COSTS DUE TO THE CITY FOR WASTE COLLECTION FEES, AND DECLARING AN EMERGENCY**

WHEREAS, the collection and disposal of garbage and refuse in the City is a matter which affects the public health, welfare and safety of all City residents; and,

WHEREAS, the City of Parma Heights wishes to maintain the highest level of public services to City residents and faces reductions in the local government fund and elimination of the estate tax due to state legislative action; and,

WHEREAS, the Ohio Revised Code Section 701.05 and Chapter 965 of the Codified Ordinances permit the assessment for the Solid Waste Fee Collection; and,

WHEREAS, Codified Ordinances Section 965.11 (a) provides that the Council establish a rate for solid waste collection and disposal and review the monthly rate to be paid by the owner(s) of a residential dwelling within the municipality on a yearly basis to determine the necessity of continuing the fee for the ensuing year; and,

WHEREAS, the Finance Director has completed the estimate and determined the applicable monthly rate for collections and disposal services occurring in 2022 at \$11.20 per residence and \$10.20 for qualified residents with a Homestead Exemption; which rate is to be levied on the 2021 property tax duplicate, for collection in 2022; and,

WHEREAS, the Council and Mayor are desirous of amending Section 965.11 of the Codified Ordinances, entitled Solid Waste Collection Fee, to certify to the County Fiscal Officer the costs due to the City for waste collection fees.

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

Section 1. Section 965.11 Solid Waste Collection Fee of the Codified Ordinances of the City of Parma Heights is hereby amended to read as follows:

**SECTION 965.11 SOLID WASTE COLLECTION FEE**

- (a) For solid waste collection and disposal, the City shall charge to each residential dwelling within the Municipality a monthly rate to be paid by the owner of said property. Such rate shall be \$11.20 per month per residence and \$10.20 per month for qualified residents with Homestead Exemption for collection and disposal services occurring in 2022; which rate is to be levied on the 2021 property tax duplicate for collection in 2022. The Council shall review the monthly rate to be paid by the owner(s) of a residential dwelling within the

municipality on a yearly basis to determine the necessity and amount of fee for the ensuing year.

- (b) A residential dwelling is defined as a dwelling within the corporate limits of the municipality occupied by a person or group of persons, and multiple dwelling units where units have private means of egress.
- (c) It is a determination of this Council to proceed with the assessing for the cost and expense of waste collection within the City in accordance with the Ohio Revised Code Section 701.05 and Chapter 965.11 of the Codified Ordinances, upon the residential properties, as defined in paragraph (b) herein, in the City of Parma Heights on file in the Office of the County Fiscal Officer for the 2021 tax duplicate and collection in the year 2022.
- (d) The waste collection fee so assessed through the residential tax duplicate shall be reimbursed to the City by the County Fiscal Officer; and shall be credited to the General Fund of the City of Parma Heights.
- (e) The Finance Director is authorized and directed to send to the Office of the County Fiscal Officer certified copies of this Ordinance in such numbers as are required.

Section 2. Section 965.11 of the Codified Ordinances as it has heretofore existed is hereby repealed effective immediately.

Section 3. 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 4. This Council declares this Ordinance to be an emergency measure for the immediate preservation of the public health, peace and safety of this municipality and for the further reason that waste collection fees are necessary for the usual daily operation of the municipality; wherefore, it shall be in full force and effect immediately after its passage by Council and approval by the Mayor.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
APPROVED

FILED WITH  
THE MAYOR: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

**RESOLUTION NO. 2021 - DRAFT**

**A RESOLUTION ASSESSING THE COST OF ABATING A CERTAIN NUISANCE, AND DECLARING AN EMERGENCY.**

WHEREAS, Ohio Revised Code Section 701.05 and Parma Heights Codified Ordinance Section 678.01(c) (3) permit the assessment for the destruction of noxious weeds and removal of litter.

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

Section 1. This Council finds that the Director of Public Service has abated certain nuisances after notifying the owner of the property on which said nuisance originated, and has reported the cost of such abatement all in the manner provided by law, as follows:

<u>Name of Owner</u>	<u>PP#</u>	<u>Address</u>	<u>Basis of Assessment</u>	<u>Amount</u>
Williams, Dean	471-02-023	5867 Kings	Lawn Mowing	\$ 625.00
Grayson, Barbara	471-20-023	10364 Notabene	Lawn Mowing	\$ 875.00
Alfady, LLC	472-05-017	9998 Ackley	Lawn Mowing	\$ 875.00
6219 Pearl Road, LLC	472-06-003	6219 Pearl Road	Lawn Mowing	\$1,250.00
Sykda, Petro	472-07-063	6355 Mallo	Lawn Mowing	\$ 500.00
Lasker, Francis	472-12-032	6407 Aylesworth	Lawn Mowing	\$1,250.00
Dillon, Katherine J.	472-14-002	9808 Newkirk	Lawn Mowing	\$1,500.00
Stone, Lorraine R.	472-14-031	9550 Newkirk	Lawn Mowing	\$ 250.00
Hain, Nancy A.	472-19-044	9635 Newkirk	Lawn Mowing	\$2,375.00
Outrich-Herron, Lyn M.	472-21-083	8699 Lynnhaven	Lawn Mowing	\$2,125.00
A.C.M.P. Properties, Inc.	472-26-003	6405 Pearl Road	Lawn Mowing	\$2,000.00
Kovalsky Properties, LLC	472-30-048	6530 York Road	Lawn Mowing	\$ 500.00
Cnady, LLC	472-30-050	6400 York Road	Lawn Mowing	\$ 875.00
U.S. Bank Trust, N.A.	473-04-081	6597 West 130 <sup>th</sup>	Lawn Mowing	\$ 625.00
Suburban West, LLC	473-11-004	6476 Big Creek	Lawn Mowing	\$ 125.00
Shubh Labh Properties, LLC	473-12-019	12215 Huffman	Lawn Mowing	\$1,875.00
<b>TOTAL/PAGE</b>	<b>16</b>			<b>\$17,625.00</b>

Gild, Anthony M. & Renee (Trustees)	473-25-030	6677 Pearl Road	Lawn Mowing	\$ 125.00
Contesso, Lida	473-30-011	6846 Beresford	Lawn Mowing	\$1,625.00
Codding, Frank K.	473-33-052	6781 Parma Park	Lawn Mowing	\$1,500.00
Qryptik Properties, LLC	473-34-028	6677 Parma Park	Lawn Mowing	\$ 125.00
John Cowie Properties, LLC	474-06-078	11714 Meadowbrook	Lawn Mowing	\$1,125.00
Fallaro, Anthony N.	474-23-055	6905 Lantern	Lawn Mowing	\$ 250.00
Agostin, Deborah Ann, et al	474-24-021	9466-9468 Independence	Nuisance Abatement/ Pile of Branches on Treelawn	\$ 105.00
<b>TOTAL/PAGE</b>	<b>7</b>			<b>\$4,855.00</b>
<b>GRAND TOTAL</b>	<b>23</b>			<b>\$22,480.00</b>

Section 2. The amount above shown is assessed upon the property shown and said assessment shall be certified upon the 2020 tax duplicate in the same manner as general taxes.

Section 3. The Clerk of this Council is directed to submit a certified copy of this resolution to the Cuyahoga County Fiscal Office so that expenses charged to the owner shall be collected as other taxes in the manner provided by law.

Section 4 This Council finds and determines that all formal action of this Council concerning and relating to the adoption of this Resolution 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 Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the Municipality and for the further reason that immediate assessment is required to obtain prompt payment; wherefore, this resolution shall go into effect immediately upon its passage by Council and approval by the Mayor.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
APPROVED

FILED WITH  
THE MAYOR: \_\_\_\_\_

MAYOR \_\_\_\_\_

**RESOLUTION NO. 2021 - DRAFT**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PARMA HEIGHTS AND THE OHIO PATROLMEN’S BENEVOLENT ASSOCIATION [PATROLMEN], AND DECLARING AN EMERGENCY.**

**WHEREAS**, the parties have tentatively agreed to a Collective Bargaining Agreement, effective January 1, 2021, through December 31, 2021, between the City of Parma Heights and the Ohio Patrolmen’s Benevolent Association [Patrolmen] with respect to terms and conditions of employment of certain employees in the Police Department of the City.

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

Section 1. The Collective Bargaining Agreement with the Ohio Patrolmen’s Benevolent Association [Patrolmen] attached hereto and incorporated herein, is adopted, ratified and approved and the Mayor is authorized and empowered to execute and enter into said Collective Bargaining Agreement for and on behalf of the City of Parma Heights.

Section 2. Ordinance No. 2020 – 14, passed, April 27, 2020, is repealed.

Section 3. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution 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 4. This Resolution 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 Resolution are immediately required in order to continue the highest possible level of efficiency and service of certain employees in the Police Department of the City; wherefore, this Resolution shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
APPROVED

FILED WITH  
THE MAYOR: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

**AN AGREEMENT**  
**BETWEEN**  
**THE CITY OF PARMA HEIGHTS**  
**AND**  
**THE OHIO PATROLMEN'S**  
**BENEVOLENT ASSOCIATION**  
**PATROLMEN**

**EFFECTIVE JANUARY 1, 2021**  
**THROUGH DECEMBER 31, 2021**

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## **PREAMBLE**

**1.01** This Agreement is hereby entered into by and between the City of Parma Heights, Ohio, hereinafter referred to as the “City” and the Ohio Patrolmen’s Benevolent Association, hereinafter referred to as the “Union”.

## **PURPOSE AND INTENT**

**2.01** In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and efficient operations, the City now desires to enter into an agreement reached through collective bargaining, which will have as its purposes, among others, the following:

- (1) To set forth in written form wages, hours, conditions of employment which have been mutually agreed upon by the City and the Union.
- (2) To promote individual efficiency and improved service to the citizens of the City of Parma Heights.
- (3) To provide a basis for adjustment of grievances arising from the application and interpretation of the various specific provisions hereunder adopted.

## **RECOGNITION**

**3.01** The Union is recognized as sole and exclusive representative for the duration of this Agreement of full-time employees in the classifications of Patrolman 5<sup>th</sup> Yr., Patrolman 4<sup>th</sup> Yr., Patrolman 3<sup>rd</sup> Yr., Patrolman 2<sup>nd</sup> Yr., and Patrolman 1<sup>st</sup> Yr. Part-time, Seasonal and Temporary Employees and Supervisors, as defined in O.R.C. 4117.01 (F), are excluded from the bargaining unit for which recognition is granted.

**3.02** The City will furnish the Union with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

## **OPBA SECURITY**

**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 signature.

An itemized list of deductions made pursuant to this Section shall be remitted by the City to the Union once each month; and upon receipt, the union agrees to hold the City harmless from all liabilities or damages that may arise from the collection of Union dues.

**4.02** The City’s obligation to check off 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.

**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 City agree to meet within 30 days to bargain over the effects of reinstating "fair share fee" provisions in this Agreement.

### **MANAGEMENT RIGHTS**

**5.01** Except as they are specifically restricted or limited by the express language of this Agreement, the City shall retain all of its inherent rights, as Employer, including but not limited to the following:

- (a) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organization structure;
- (b) Direct, supervise, evaluate, or hire employees;
- (c) Maintain and improve the efficiency and effectiveness of governmental operations;
- (d) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted; and to assign and schedule workers in whatever configuration best suits the City's needs in the area covered by this Agreement;
- (e) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
- (f) Make any and all rules and regulations except that all rules will be uniformly and impartially applied;
- (g) Determine the adequacy of the work force;
- (h) Determine the overall mission of the employer as a unit of government;
- (i) Effectively manage the work force;
- (j) Take actions to carry out the mission of the public employer as a governmental unit.

**5.02** In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the City, in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provision of this Agreement are, and shall remain, exclusively those of the City.

### **EMPLOYEE RIGHTS**

**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, at all disciplinary hearings, internal investigations or other employee–employer related matters that may lead to disciplinary action or adversely affect the employee’s terms and conditions of employment as set forth in this Agreement.

**6.02** Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, s/he shall be advised that his refusal to answer such questions or participate in such investigation, will be the basis of such a charge.

**6.03** Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee’s shift, unless operational necessities require otherwise. Employees shall be informed of the nature of any investigation of himself prior to questioning. If the employee being questioned is, at that time, a witness and not under investigation, that employee shall be so advised. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities.

**6.04** An employee may review his personnel file. Said request must be scheduled with the Chief or his designee in advance, during normal business hours and will be limited to a maximum of one hour per inspection. An employee may not inspect his personnel file while on duty. All complaints in an officer’s personnel file which are investigated shall be marked with final disposition. If a complaint is not investigated, it shall be so marked. All records of discipline older than five (5) years will be removed from the Employee’s personnel file and moved to a separate location.

**6.05** In the course of any internal affairs investigation, a polygraph examination or voice stress analyzer examination will be administered only with the consent of the employee under investigation.

**6.06** City agrees to continue the provisions promulgated by the Chief with respect to reporting use of lethal and non-lethal weapons.

### **NO-STRIKE/NO-LOCKOUT**

**7.01** The Union does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or

participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the City.

**7.02** In addition, the Union shall cooperate at all times with the City in the continuation of its operations and services and shall actively discourage any attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or withholding of service from the City is prohibited by state statute, not sanctioned by the Union and order all employees to return to work immediately.

**7.03** It is recognized by the parties that the City is responsible for and engaged in activities which are the basis of the health and welfare of its citizens and that any violation of this Article would give rise to irreparable damage to the City and the public at large. Accordingly, it is understood and agreed that in the event of any violation of the Article, the City shall be entitled to seek and to obtain immediate injunctive relief.

**7.04** It is further agreed that any violation of this section 7.01 through 7.04 shall be automatic and sufficient ground for immediate discharge or other disciplinary action as determined solely by the City.

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

### **NON-DISCRIMINATION**

**8.01** The City and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age or sex.

**8.02** The Union and the City agree that membership in the Union is at the option of the employee and that they will not discriminate with respect to representation between members and non-members.

### **UNION RIGHTS**

**9.01** The Union shall have the right to appoint or elect representatives from its membership and such representatives shall be authorized and recognized by the City to represent the union in Employer-Employee related matters. The names of employees so selected shall be certified in writing to the Chief of Police and City. Nothing herein contained shall prevent the Union from utilizing a staff representative and/or a union attorney at any conference or meeting with the Employer except as provided in Section 25.01 of this Agreement.

**9.02** The Union recognizes its responsibilities as the bargaining agent and agrees to represent all members of the bargaining unit, without any unlawful interference, restraint or coercion from the City, and shall respect the rights of all employees of the Police Department.

**9.03** The Union shall have the right to solicit membership of all new employees and the City agrees not to interfere with the rights of employees to join and participate in lawful union activities.

**9.04** Members of the negotiating committee shall be allowed reasonable time off to participate in collective bargaining meetings with the City, if held during a member's regular working hours without loss of pay. Members of the labor/management committee shall be allowed reasonable time off to participate in labor/management committee meetings, if held during the member's regular working hours without loss of pay. The OPBA Director, or his designee, shall be allowed reasonable time off to accompany a fellow employee at hearings where the employee has the right to the presence of an OPBA representative, during the representative's regular working hours without loss of pay, provided such time off is requested in advance and is subject to the operational needs of the department.

**9.05** The Employer shall provide each member of the bargaining unit with a copy of the Agreement.

**9.06** In the course of any disciplinary hearing or internal investigation interview, the affected employee or the OPBA will be permitted to record such matters for their sole use, however, the OPBA will provide a copy for the City upon written request. Any recording of a meeting by the City will be provided to the OPBA upon written request. If either party is recording, they must notify the other party.

**RATES OF PAY**

**10.01** The hourly rates of pay applicable to employees in the classification set forth in Section 3.01 of this Agreement will be as follows:

<b>Classification</b>	<b>Effective 1/1/21 2.5% Increase</b>
	Annual & Hourly
<b>Patrolman 5<sup>th</sup> Year</b>	<b>68,850.69 33.10</b>

<b>Patrolman 4<sup>th</sup> year</b>	67,378.34 32.39
<b>Patrolman 3<sup>rd</sup> year</b>	58,836.25 28.29
<b>Patrolman 2<sup>nd</sup> year</b>	54,002.10 25.96
<b>Patrolman 1<sup>st</sup> year</b>	49,044.51 23.58

The above respective sums to be paid bi-weekly in substantially equal installments per year; said hourly rate of compensation being based on 2080 hours of work per year. Compensation as shown above incorporates a fifteen percent rank differential between 5<sup>th</sup> yr. Patrolman and Sergeant. This Section shall not be construed as a guarantee of hours of work nor shall it be construed as a guaranteed annual salary. When a Patrolman is assigned the duty of "Acting Sergeant", said Patrolman shall be paid at a Sergeant's normal rate of pay for such duty assignment.

**10.02** Any Police Officer, who is regularly subject during his tour of duty, to respond to public emergency calls, whether said calls are as a member of the uniformed force or as a detective, and whether said calls involve accident investigation, medical emergencies or law enforcement duties, shall be entitled to an emergency response allowance in addition to his regular compensation. This compensation shall be paid as follows: six percent (6%) of the minimum yearly straight time earnings set forth in Paragraph 10.01 herein; payable in two (2) equal installments on the pay days closest to May 1 and November 1 of each calendar year. No employee shall be entitled to said emergency response allowance pay until s/he shall have completed one (1) full year of service. On his first anniversary date, each such employee shall receive a prorated amount for the months of service between his first anniversary date and the next installment of said allowance. When an employee leaves the Department through retirement, resignation or termination, the emergency response allowance shall be prorated and the amount paid but unearned shall be deducted from the employee's final paycheck.

**10.03** Those officers whose normal duty requires work between the hours of 3:00 P.M. and 7:00 A.M. shall be entitled to a shift allowance which shall be paid in addition to the compensation set forth above in §10.01 herein and shall be as follows: a) for hours worked between 3:00 P.M. and 11:00 P.M., a sum equal to \$.30 per hour for all hours falling in the above period; b) For all hours worked between 11:00 P.M. to 7:00 A.M., a sum equal to \$.60 per hour for all hours falling in said period.

**10.04** Each member of the Police Department holding an Associate's Degree or a 4-year degree from an accredited college or university, shall be entitled to a yearly payment of \$200.00, payable in equal amounts of \$100.00 on February 1 and August 1 of each calendar year. However, no member of the Police Department shall be entitled to any education allowance during the period of his probation as defined in Section 19.01 of this Agreement. Any new member of the Police Department completing his probationary period after August 1 of any year and prior to the next semi-annual payment date, shall receive an

amount equal to the amount of the full months elapsing between the date of completion of such probation and the next semi-annual education allowance payment date. All members of the Police Department holding said degrees prior to January 1, 1986 shall be eligible for the yearly allowance set forth above, but in order to qualify for the said allowance on and after January 1, 1986, the Associate's Degree or the 4-year degree from an accredited college or university must be in a law enforcement related area of study.

**10.05** Educational Stipend- Each member shall receive an allowance of \$200.00 (two hundred Dollars) each year for educational enrichment. Employees must first enroll in a class and the class must be related to their employment with the City. Employees must show proof of the class and the cost of the class to receive reimbursement. Employees who don't utilize this stipend in any given year shall forfeit such stipend for that year only.

**10.06** Certification Pay: It shall be a condition of employment that all employees have and maintain an Ohio Peace Officer training certificate through OPOTA, and complete all continuing professional training associated with it. Additionally, all officers shall maintain certifications necessary for job proficiency. These certifications may include:

- LEADS – every two years
- CPR/First Aid – every two years
- Tourniquet Deployment
- OHLEG Security Training – every two years
- Conductive Electrical Weapon – every year
- OPOTA Pistol Qualification – every year
- OPOTA Shotgun Qualification – every year
- OPOTA Patrol Rifle Qualification – every year
- State required mandates CPT – as instructed by the State
- Department requirements – as instructed by the Chief (i.e., procedural justice training, Autism Training, Dealing with people in crisis etc.)
- Renewal certifications (if applicable)
  - ALICE instructor – every two years
  - Armorers (rifle/shotgun) – every five years
  - Firearms instructor – every three years
- Ordinance changes
  - Ex: U-Turn 331.12
- State Law Changes
  - Ex: No front plate law; Expired license plates/driver's license moratorium
- Case Law Updates
  - Ex: State of Ohio v. Turner – touching line does not equal a marked lanes violation

Effective January 1, 2020 , officers who maintained their Ohio Peace Officer training certificate and proficiencies shall be paid \$1,500.00 on January 1 following each year of full certification.

## **DUTY HOURS AND OVERTIME**

**11.01** The regular members of the Police Department shall be required to serve on a regular schedule as directed by the Mayor or his designee and as scheduled for each scheduled period. The schedule period shall be established on the basis that each officer shall serve 160 hours, in 8 hour increments, for each schedule period of 28 days duration. No officer shall be required to remain on regular duty for more than sixteen (16) consecutive hours, unless called upon by the Mayor to respond to an emergency.

**11.02** Overtime Pay - Compensation for overtime, as defined in this section, shall be calculated by multiplying the officers' normal hourly rate of pay or fraction thereof by 1.5 for the number of hours worked in the performance of such duties in excess of 8 hours per day or 160 hours for each scheduled period of 28 days; however, overtime shall not be paid for twice. For purpose of this section, hours paid for vacation, holidays, compensatory time and sick days shall be calculated as time actually worked.

**11.03** Compensatory Time – At the option of each officer, compensatory hours may be accumulated in lieu of compensation up to a maximum of 300 hours. Said hours will be accumulated at 1.5 hours banked for each overtime hour (or fraction thereof) worked and not compensated. Officers may utilize their compensatory time with the prior approval of the Chief in increments of not less than 2 hours unless the Chief, in his sole discretion, determines some lesser time is appropriate. Officers shall be able to utilize their bank of compensatory time in accordance with the following: Only one Patrolman per shift may exercise the use of comp time if it creates overtime. Comp time use that will create the need for overtime fill-in must be requested twenty-four (24) hours in advance; the twenty-four (24) hour advance notice will be waived if the employee is able to secure his/her own replacement. Employees will not utilize comp time or holidays during declared emergency situations or when special events or circumstances would dictate scheduling additional officers on any particular day, as determined by the officer in charge.

All compensatory time banked must be utilized by December 1, with the exception of a maximum of 200 hours, which may be carried over to the next calendar year. Any unused time exceeding 200 hours will be paid in cash by multiplying such hours remaining times the officer's normal hourly rate of pay. The payout of compensatory time remaining unused after 12/1 after any mandatory payout may be requested by the officer; and such requested time shall be paid in cash by multiplying the hours by the officer's normal hourly rate of pay. No compensatory time off may be utilized from December 22 through January 2 of each year.

**11.04** When a Police Officer, not on duty, is called in to perform official Police duties prior to his/her scheduled work shift, that officer shall be compensated at the officer's overtime rate of pay for all hours worked on such call-in, but shall not receive overtime pay for less than two (2) hours for the call in. When a Police Officer, not on duty, is called in to perform official duties for a period of time that does not extend into his/her next regularly scheduled work shift, that officer shall be compensated at the officer's overtime rate, at a minimum of four (4) hours.



It is understood and agreed that a call-in at any time whose sole purpose is to sign court documents, shall entitle such officer a minimum of three (3) hours. Official duties or official police duties shall include all duties performed by employees for the Department. The four (4) hour minimum pay stated herein applies each time an officer is called in and shall not be reduced in those cases where an officer is called in more than once during the same four (4) hour callout period.

**11.05** Court appearance shall be paid at the officer's overtime rate of pay for all hours involved in the court appearance but the officer shall not receive less than three (3) hours overtime rate of pay for the court appearance. This provision shall not apply if the court appearance shall occur during an officer's normal tour of duty.

**11.06** All bargaining unit members who have more than two (2) years of seniority shall be allowed to select their shift annually; shift selection will be based on seniority with the most senior officer having priority choice. Shift selections will be based on a three (3) shift per day system (currently shifts are 7:00 a.m. to 3:00 p.m.; 3:00 p.m. to 11:00 p.m.; and 11:00 p.m. to 7:00 a.m.). Shift selections shall take place between October 15 and November 15 of each year. The shift selection shall be effective with the first schedule of the new year. There will be only one bid process for each year. Members of the Detective Bureau are not subject to the shift selection process. Should a vacancy on a shift occur the Chief of Police may elect to leave the position unfilled or if such vacancy is anticipated to occur for at least one month or longer, the Chief may fill the position by one of two options; 1.) The Chief may order an officer not otherwise eligible for the shift bidding process to fill the opening; or 2.) The Chief may fill the position by moving an officer from another shift. Such a move will be accomplished by utilizing a reverse seniority process, whereby the most junior officer in the department is transferred to fill the opening.

In the event of an operational emergency, or in the event a new unit is created, the Chief may fill a shift opening by the method stated previously or The Chief may transfer an officer from their bidded position, pursuant to the following procedure. The Chief will be required to submit in writing to the affected officer and the OPBA the following; 1.) the event which has necessitated the transfer, 2.) the reason why that specific officer is being transferred, and 3.) an explanation stating why other options are not viable. The employee has the right to an immediate appeal to the Safety Director. The Safety Director will conduct a hearing within seven business days and render a ruling within another 3 days. Rulings from the Safety Director pursuant to this specific provision are not appealable or grievable.

When a new, special assignment is created, or a position within a special assignment is available, a description of the assignment will be posted for a minimum of seven (7) calendar days giving all eligible employees the opportunity to bid, in writing, for the assignment.

**11.07** The Chief of Police shall maintain a policy that will provide for distribution of overtime among members of the bargaining unit, ranks, shifts and/or classifications. Such

policy shall govern overtime procedures and shall be considered a function of management to administer, alter and modify. The Employer agrees that both the original policy, and any change in the policy during the course of this Agreement will occur after input is received from the Union via the Labor Management Committee. The Union may appeal changes to the policy through the Mayor's step of the grievance procedure if the changes are unreasonable.

### **UNIFORM ALLOWANCE**

**12.01** Each regular full-time Patrolman shall be entitled to a uniform allowance of One Thousand Dollars (\$1,000) yearly to cover the cost of new purchases and maintenance. No member of the Police Department shall be entitled to a uniform allowance during the period of probation as defined in Section 19.01 of this Agreement

**12.02** Each newly hired member of the Police Department will be furnished at the City's expense, new uniforms, leather gear and safety equipment in accordance with Exhibit "A" attached hereto.

**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 \$1,450, 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.

**12.04** In order to assist the members of the Police Department in maintaining and replacing leather gear and safety equipment required for use while on duty, the City agrees to pay a safety equipment maintenance allowance of Seven Hundred and Fifty (\$750) per year. Members of the Police Department shall not be entitled to the safety equipment maintenance allowance during the period of probation as defined in Section 19.01 of this Agreement.

**12.05** The Uniform Allowance and Safety Equipment Maintenance Allowance shall for payment purposes be combined into one payment totaling Seventeen Hundred Fifty Dollars (\$1,750) payable in equal amounts of Eight Hundred Seventy Five Dollars (\$875) on the closest pay to February 1 and August 1 of each calendar year. Any new member of the Police Department completing his probationary period after August 1 or February 1 of any six (6) month period and prior to the next semi-annual payment date, shall receive an amount equal to the amount of the semi-annual payment divided by 6 and multiplied by the number of full months elapsing between the date of completion of such probation and the next semi-annual uniform allowance payment date.

### **INSURANCE**

**13.01 Insurance- Medical.** Each regular, full-time employee of the Police Department shall, after one (1) month of such full-time service, be entitled to health insurance provided by the City. Employees shall pay the following amounts:

Effective January 1, 2021 :

Tier	80/20	90/10
EE	\$ -	8%, capped at \$61.76
EE+SP	\$ -	8% capped at \$129.78
EE+CHR	\$ -	8% capped at \$105.06
FAM	\$ -	8% capped at \$182.30

Category	Monthly Incentive
Annual Physical	\$ 15.00
Non-Tobacco User	\$ 15.00

**With Incentive**

Tier	80/20	90/10
EE	\$ -	\$31.76
EE+SP	\$ -	\$99.78
EE+CHR	\$ -	\$75.06
FAM	\$ -	\$152.30

There shall be a reopener solely on the issue of plan design for both the 80/20 and the 90/10 plan, to be effective in January 1, 2019.

**13.02 Insurance- Group Life.** Each regular full-time employee of the Police Department shall, after one (1) year of such full-time service, be entitled to fully paid Group Life Insurance in the amount of twenty-five thousand dollars (\$25,000).

**13.03** Beginning June 1, 2006, and continuing thereafter, the City shall make available to the members of this Unit a Health Benefit Flexible Spending Program. Participation in such program will be on a voluntary basis.

**VACATIONS**

**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's full-time active duty;  
 three (3) weeks' vacation with pay at the end of five (5) year's full-time active duty;

four (4) weeks' vacation with pay at the end of ten (10) year's full-time active duty; five (5) weeks' vacation with pay at the end of fifteen (15) year's full-time active duty; six (6) weeks' vacation with pay at the end of twenty (20) year's full-time active duty.

Vacation shall be earned as of January 1<sup>st</sup> of each year and shall be taken by the employee in the calendar year in which it is earned, provided, however, that when an employee has an anniversary of employment in a calendar year which would entitle the employee to receive an additional increment of vacation, the employee shall be entitled to observe the additional increment of vacation in the twelve (12) month period measured from the anniversary. Vacation shall not be accrued from year to year or payments made in lieu thereof except by special arrangement with the Director of Public Safety; provided, however, that any full-time member of the Police Department, who has concluded twenty-one (21) continuous years of service, may, at his option, bank not more than three (3) weeks per year, up to a maximum amount of nine (9) weeks. Such employee may receive cash payment for such banked vacation one time, either at retirement or before, but may not thereafter, bank additional hours after the nine (9) weeks have been utilized. In lieu of banking vacation time, an employee may turn-in for annual payment not more than three (3) weeks per year, up to a maximum amount of nine (9) weeks. The City's Finance Department must be notified of this intent not later than November 1<sup>st</sup> of the calendar year in which payment is requested. Said payment shall be made on the last pay of the calendar year in which payment is requested.

### **HOLIDAYS**

**15.01** Each regular full-time employee of the Police Department shall be entitled to the following thirteen (13) paid holidays:

- (1) First day of January, known as New Year's Day;
- (2) Third Monday in January, known as Martin Luther King Day; (can be taken as a floating holiday subject to prior agreement with departmental supervision);
- (3) Third Monday in February, known as Washington-Lincoln Day; (can be taken as a floating holiday subject to prior agreement with departmental supervision);
- (4) Decoration or Memorial Day (date of observance as established by State Legislature);
- (5) Fourth day of July, known as Independence Day;
- (6) First Monday of September, known as Labor Day;
- (7) Second Monday in October, known as Columbus Day; (Can be taken as a floating holiday subject to prior agreement with departmental supervision);

- (8) Eleventh day in November, known as Veteran's Day; (can be taken as a floating holiday subject to prior agreement with departmental supervision);
  - (9) Fourth Thursday in November, known as Thanksgiving Day;
  - (10) Twenty-fifth day of December, known as Christmas Day;
  - (11) Two floating Holiday to be taken subject to prior agreement with departmental supervision;
  - (12) Employee's Birthday (can be taken as a floating holiday subject to prior agreement with departmental supervision).
- a. In cases where an employee is required to work on a day upon which s/he would otherwise be entitled under this subsection to observe as a paid holiday, s/he shall be compensated at twice his normal hourly rate of pay for those hours s/he does work, or in lieu thereof, the employee may, with permission of the Director of Public Safety, taken a compensatory day off with pay for such holiday.
  - b. In cases where an employee is scheduled to work any of the five (5) traditional holidays (New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving) s/he shall be entitled to an additional four (4) hours of pay at the straight time rate for each traditional holiday worked.
  - c. If an employee scheduled to be off-duty on a traditional holiday named above, is required to work said traditional holiday, s/he shall be compensated at an additional amount equal to twice his normal hourly rate of pay for those hours s/he does work; or in lieu thereof the employee may with the permission of the Director of Public Safety take an additional amount of compensatory time off equal to twice the number of hours actually worked on the traditional holiday.
  - d. If an employee scheduled to be off-duty on a traditional holiday, is required to work said traditional holiday, s/he shall be entitled to the four hour holiday bonus, paid at the straight time rate, if and only if s/he works a full eight hour shift on said traditional holiday.
  - e. In cases where an employee is scheduled to work on Christmas Day s/he shall be entitled to a holiday bonus whereby s/he shall be paid an additional hour pay at the straight time rate for each hour s/he actually works on Christmas Day.
  - f. If an employee scheduled to be off duty on Christmas Day, is required to work Christmas Day, s/he shall be compensated at twice his normal hourly rate of pay for those hours s/he actually works on Christmas Day; or in lieu thereof the employee may, with the permission of the Director of Public Safety, take an additional amount of compensation time off equal to twice the number of hours actually worked on Christmas Day.

- g. If an employee scheduled to be off duty on Christmas Day, is required to work Christmas Day, s/he shall be entitled to the Christmas Day holiday bonus, calculated as an hour paid at the straight time rate for each hour s/he works on Christmas Day.
- h. Compensatory days for the twelve (12) holidays shall, with the approval of departmental supervision, be scheduled throughout the calendar year consistent with seniority and safety requirements. Holidays, except Christmas, must be observed before December 15<sup>th</sup> annually unless otherwise approved by the Chief. A police officer whose service is terminated will have his last pay adjusted to reflect holidays earned in that year but not yet taken and those taken but not yet earned.
- i. Manpower need for the five traditional holidays and Christmas Day shall be based on normal daily shift minimums. Officers shall be scheduled to meet such normal daily shift minimums in accordance with departmental policy and procedures. In the event that operational needs require staffing above normal daily shift minimums, any employee required to work such traditional or Christmas holiday above the normal daily shift minimum, shall be compensated in accordance with the provisions of this section.
- j. For purposes of computing holiday compensation under this section: Currently minimum daily shift requirements are three officers on uniform patrol day shift and week day night shift and four officers on uniform patrol afternoon shift and weekend night shift. No Detectives are required on any traditional and Christmas holiday. Minimum shift requirements may be changed by the Chief as long as they are not changed to circumvent the intent of this section.

**LONGEVITY PAY**

**16.01** Additional compensation for continuous, full-time employment, which shall be entitled “Longevity Pay”, which shall be paid for each calendar year at the first pay period in December of that calendar year. The rate of longevity pay to which an employee shall be entitled in any calendar year shall be computed in accordance with the following schedule:

<u>Years of Continuous, Full-Time Employment Completed as of the Anniversary Date of Employment</u>	<u>Rate of Longevity Pay Per Month</u>
0-4	\$ -0-
5	\$ 20.83
10	\$ 41.66
15	\$ 62.50
20	\$ 83.33
25	\$104.16
30	\$125.00

The amount of longevity pay to which an employee is entitled in a calendar year shall be computed by multiplying the number of months in said calendar year preceding and subsequent to his or her anniversary date of employment in that year by the applicable rate or rates of monthly longevity pay based upon the number of full years of continuous, full-time employment completed in that year as determined in accordance with the above schedule.

### **JURY DUTY COMPENSATION**

**17.01** Each regular, full-time employee of the Police Department shall, if called for Jury Duty, receive their regular compensation during the time spent in the capacity as jurors less the amount paid them by the court of such duty as jurors.

### **SICK LEAVE**

**18.01** Each regular full-time employee of the Police Department shall be entitled to 4.6 hours of sick leave for every eighty (80) hours of regularly scheduled employment. Unused sick leave shall be cumulative up to a maximum total of one thousand One Thousand Seven Hundred and Fifty (1,750) hours. (Note: for purposes of this contract any catastrophic leave hours on record as of December 31, 2002, will be converted to regular sick leave hours subject to maximum accumulation limits of this section.) Sick leave accrued under prior contracts shall remain in effect and sick leave days accrued as of December 31, 1993, shall be converted to hours at the rate of eight (8) hours per each day accrued. Payment for sick leave, at the rate of one (1) hour for every hour of sick leave absence, shall be made only when approved by the Director of Public Safety, who may require the employee to furnish a satisfactory, written, signed statement to justify the use of sick leave, and in the case of sick leave absence in excess of two (2) days, shall require certification as to the nature of illness or injury from the employee's physician or the City doctor.

An employee may use a portion of his or her accumulated sick leave for funeral arrangements and services for his or her spouse, child, parents, mother-in-law, father-in-law, grandparents, grandparents-in-law, sister, brother, sister-in-law, brother-in-law, grandchildren, step-parent, step-sister, step-brother, aunt, uncle, cousin, niece, and nephew. Funeral leave so utilized shall not be so charged as to reduce employee's sick leave incentive.

Police Department employees shall be paid an incentive for conservation of annual sick leave allowances as follows:

<u>Unused Sick Leave Hours</u>	<u>Incentive Payment-Hours</u>
120	30 Hrs.
112	28 Hrs.
104	26 Hrs.
96	24 Hrs.

	88	22 Hrs.
	80	20 Hrs.
	72	18 Hrs.
	64	16 Hrs.
	56	14 Hrs.
	48	12 Hrs.
	40	10 Hrs.
Less than	40	-0-

Hourly rate to be paid will be that in effect as of December 31<sup>st</sup> in the year in which the sick leave hours are accumulated. The hourly rate as defined for purposes of calculating the sick leave conservation payment shall be the total of the officer's annual rate of pay as defined in section 10.01 and the employee's longevity payment for that year divided by 2080 hours. Payment is to be made concurrent with the second payroll of February following the year in which sick leave days were accumulated. Such incentive will in no way diminish an employee's sick leave accumulation.

At the time of retirement from active duty with the City or death of the employee, the employee, or the employee's estate, will be paid in cash for sixty (60%) of the value of his accrued, but unused, sick leave credit. Such payment shall be based on the employee's rate of pay at time of retirement or death. (Retirement to be as defined in Police and Fireman's Disability and Pension Fund Regulations). Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. The maximum payment which may be made shall be sixty (60%) of Twelve Hundred (1200) hours. The formula for computation shall be:

$$\frac{\text{Annual Rate} \times (\text{Accumulated Hours} \times 60\%)}{2080}$$

(Note: Annual rate of pay shall be defined as the total of the employee's annual base pay rate as defined in section 10.01 and the employee's longevity payment for that calendar year.)

The incentive for conservation of annual sick leave shall be pro-rated and paid for the portion of the year in which separation, by death or retirement, of an employee of the Police Department shall occur.

Employees with accumulated sick leave may use one hundred and four (104) 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.



**18.02 Covid-19 Leave Policy** Any member who exhibits recognized symptoms of Covid, whether on duty or off duty, will be subject to the following policy:

A) Any member who exhibits recognized symptoms of Covid while on-duty shall immediately notify the OIC and be transported to University Hospitals Parma. The member will then be placed on sick leave.

B) Any member who displays recognized symptoms of Covid while off-duty shall report the illness to the Chief of Police and then report to University Hospital in Parma for immediate testing. If symptoms continue into the next regular shift, and the test results have not been returned, the member shall remain on sick leave.

C) If the test results are negative the member will be paid from sick leave accumulation for all time off.

(D) If the test results are positive the member will be placed on "Covid Leave". A member on Covid Leave will be paid the regular hourly wage until determined by a physician to be no longer contagious.

(E) If the test result is positive any sick time used for testing and awaiting results would be replenished, and lost time charged to "Covid Leave."

(F) The City of Parma Heights retains the right to have the affected member examined or tested by a Physician or at a medical facility of its choosing.

**18.03 ON DUTY INJURY LEAVE:** Whenever an Employee is injured while on duty, the Employee is entitled to on duty injury leave pay provided the Employee reports such injury to the Chief, Assistant Chief or Shift Supervisor during or by the end of the shift during which the injury occurred or no later than seventy-two (72) hours after the end of the Employee's shift by completing an OSHA 101 form; it will be the responsibility of the Chief, a Captain or a Unit Supervisor to whom the injury was reported to file the form.

A) The first report of an injury shall be made to a medical provider appointed by the City or the Parma Hospital Emergency Room or another accredited, approved Hospital Emergency Room as soon as practicable but no later than two (2) days after the injury is reported to the Supervisor. In the event of an on-duty injury occurring outside of the City of Parma Heights that is serious enough to require emergency care, such first report of injury may be made at the closest emergency medical facility. The City appointed medical provider or the emergency room doctor must within forty-eight (48) hours of the initial medical examination certify to the Personnel Office that the Employee is unable to work due to the reported injury as a condition precedent to the Employee receiving on duty injury pay. This shall be the only time that the employee shall be required to be examined by this provider or the emergency room. In instances where an Employee reports an injury or incident by completing an OSHA 101 form within seventy-two (72) hours after the shift the injury or incident occurred but the Employee does not require immediate medical

attention; the first report of injury to a medical provider as detailed in this section shall be made by the Employee within fourteen (14) days after the injury or incident was reported.

B) At all times, the Employee retains the right to seek a medical examination from a medical doctor of their choosing. Medical evidence shall be provided in writing to the Employer within a reasonable period (no more than fourteen (14) days after the Employee has reported the injury to a medical provider as detailed in Section A by the Employee's treating medical doctor, establishing: (a) the cause and nature of the injury (b) the extent of the injury (c) the likelihood of the term disability (d) the medical probability of full recovery and eventual return to work. In addition, the Employee's medical doctor shall complete and submit to the Employer a BWC Medco-14 Physician's Report of Work Ability form within 14-days of seeking medical attention. Forms will be available at the Personnel Office and the Police Department. After the initial filing of the workability report, such workability reports will be required to be submitted to the Personnel Office no less than once every thirty (30) days. In order for the Employee to remain on on-duty injury leave, the Employee's physician must complete the BWC Medco-14 form in its entirety. In the event the BWC Medco-14 form is received by the Personnel Office in an incomplete manner, the Personnel Office will contact the injured Employee instructing him to take the form back to the doctor for completion. The injured Employee will have two (2) working days from the point of being contacted by the Personnel Office to return the completed form to the Personnel Office.

C) Only the Personnel Director, on behalf of the City, and the City's BWC Third Party Administrator, shall make inquiries to the Employee's medical doctor or the BWC representatives and MCO in regard to the Employee's injury or status. The Employee may review all records concerning correspondence between the City, the medical doctors, and the Ohio Bureau of Workers' Compensation representatives and MCO, which are maintained in the personnel office, relating to the Employee's injury.

D) At any time, the City may request a medical opinion by a City appointed medical doctor who practices in the Employee's type of injury. In the event that there is a disagreement between the City's medical doctor and the Employee's medical doctor regarding the Employee's ability to work due to the injury, return to work status, or light duty eligibility, the certification of a third medical doctor is required. The City shall select a third medical doctor from a list of BWC physicians certified to practice in the Employee's type of injury; said list to be mutually agreed upon between the City and OPBA. The third medical opinion shall be a final and binding decision as it relates to this section.

E) An approved absence due to injury on the job will not extend beyond two hundred seventy (270) calendar days. If necessary an injured Employee may petition the On Duty Injury Review Board for an extension of the on duty injury leave. Such extension, while made at the sole discretion of the On Duty Injury Review Board, shall not be unreasonably denied. The On Duty Injury Review Board shall be comprised of two members representing the City, two OPBA Local members representing the injured Employee, and an Arbitrator. The Arbitrator shall be selected from a panel to be provided by the Federal Mediator and Conciliation Service or SERB. The Arbitrator shall be present

during deliberation of the Board and shall render a binding decision upon the parties in the event of a deadlock between the City and the OPBA Local members of the Board. The cost of the Arbitrator shall be shared equally by the City and the OPBA. If an Employee exhausts the on duty injury leave as described in this section, the Employee retains the right to seek wage continuation benefits available through the Ohio Bureau of Workers' Compensation and other benefits.

F) The Employee is not entitled to collect on duty injury pay under this section while employed by an employer other than the City of Parma Heights unless the Employee is on Light-Duty assignment, in which case, Section 8 of the Light-Duty Assignments Article will apply.

G) If an employee is denied on duty injury leave benefits under this Article, the Employee retains the right to seek wage continuation benefits through the Ohio Bureau of Workers' Compensation.

H) All medical expenses incurred due to requirements of the City mandated examinations and certifications as indicated in Section 2 of this Article will be the burden of the City if not paid by Ohio BWC or the City furnished medical plan. In addition, medical costs associated with efforts to amend the injury as originally approved by the Ohio BWC will not be paid by the City.

I) An employee who exhausts all ODI leave under this article and has applied for wage continuation benefits through the Ohio BWC shall be eligible to receive coverage under the City Medical Insurance under the following conditions:

- The employee shall file for a disability retirement through the Police & Fireman's Disability & Pension Board within 30 days of the date at which ODI leave is exhausted. Such proof of filing shall be submitted to the City Finance Director.
- Continuation of medical coverage shall be available for a period of up to nine (9) months from the date upon which ODI leave is exhausted or until wage continuation with the BWC or Disability Pension is ruled upon, whichever is later.

J) This section shall apply to all on duty injuries that occur on or after January 1, 2006.

#### **18.04 LIGHT-DUTY ASSIGNMENTS:**

A) The City reserves the right, at its sole discretion to assign an Employee to light-duty status consistent with the medical certification contained within the BWC Medco-14 Work Ability Report. Such discretion to assign shall not be used to unreasonable deny such assignments. The Police Chief will determine light-duty functions to be incorporated into the Light-Duty Assignment Certification Form, which will be attached to and submitted with the BWC Meco-14 form to the medical doctor to assist the doctor in

certifying eligibility for light-duty status. Light-duty assignments shall be made in writing to the Employee.

B) In the event that there is a conflict between the Employee's medical doctor and the City's medical doctor regarding medically appropriate assignments, a third medical doctor specializing in the injury will determine the Employee's physical ability. Said third medical doctor shall be selected from a mutually agreed upon list pursuant to the selection process outlined in Section 4 of the On Duty Injury Leave Article.

C) It is expected by the City that work ability forms will only be compiled by the medical doctor based on a current medical examination of the injured Employee. The Employee shall receive a copy of all forms generated from such examinations.

D) The Employee shall, at the option of the Chief of Police, be scheduled for light-duty assignment either on his regularly scheduled shift or on day shift, Monday through Friday. The Police Chief will assign the specific light duty activities consistent with the Light Assignment Duties Certification. The injured employee will not count toward minimum manning until returned to full duty. Light duty assignment will be available during the period of on duty injury leave and extension when granted by the Medical Review Board.

E) The employee shall be permitted to schedule physical therapy appointments and to carry-out physical therapy workouts at the Police Station while on the light duty assignment. Scheduling such therapy rehabilitation activities shall be coordinated with the Police Chief.

F) While on light-duty status the employee may take or bank scheduled holiday or vacation time that occurs during the period of light-duty assignment. Use of such vacation time shall cause the 270-day on duty injury leave period to be extended by a number of days equal to the number of vacation days but not to exceed one week. Vacation time taken in excess of one week shall count as part of the 270-day on duty injury leave period.

G) Failure of the Employee to accept the light-duty status on the date specified will cause the on duty injury leave to terminate. Injury leave subsequent to such refusal to accept a light-duty assignment will be charged against the Employee's accrued personal leave time except the order in which this time will be charged will be at the Employee's preference. (Note: this means that the Employee may designate his accumulated sick time be charged before his vacation, holiday or comp time leave is charged, as an example.)

H) While on light-duty assignment the Employee may be employed by an employer other than the City, provided such employment is consistent with his/her medical certification and provided such light-duty assignment does not exceed thirty (30) calendar days. If such light-duty assignment exceeds thirty (30) calendar days, Section 6 of the On Duty Injury Leave Article shall apply.

### **PROBATIONARY PERIOD**

**19.01** New employees will be considered to be on employment probation for a period of eighteen (18) months from the last date of hire. During the probationary period, discharge or suspension by the City shall not be subject of the grievance procedure.

**19.02** Any Police Department employee upgraded to a higher rank pursuant to the rules and regulations of the City shall serve a probation period of six months from the effective date of the upgrade. During the probationary period, reduction to the employee's original rank shall not be subject to arbitration.

### **SENIORITY**

**20.01** Only regular full-time employees of the Police Department shall have seniority. A new employee shall have no seniority during the employment probationary period set forth in Section 19.01 of this Agreement, but upon completion of the probationary period set forth in Section 19.01, seniority shall be retroactive to the employee's last date of hire. Employees with the same employment date shall be assigned to the seniority list in the order of their ranking on the Civil Service Eligibility List.

**20.02** Seniority for preference purposes, including but not limited to shift preference, days off preference and holiday preference, shall mean an employee's uninterrupted length of continuous service with the City as a sworn police officer for those officers promoted to their current rank. Employees promoted or demoted will receive seniority for the above-mentioned preference purposes based on "time in grade". "Demoted" includes involuntary or requested demotions. "Time in grade" is the length of uninterrupted time an employee spends in any given rank. Time in any employee's rank is not considered interrupted if an employee is demoted prior to completing the probationary period described in 19.02. Seniority for purposes of benefit entitlement, including but not limited to length of vacation, vacation preference and longevity pay, shall mean an employee's uninterrupted length of continuous service with the City. Seniority for the purposes of job protection entitlement, including but not limited to layoff and recall, shall mean an employee's uninterrupted length of service with the City as a sworn police officer.

**20.03** Continuous service and seniority shall be broken when an employee:

- A. Quits, resigns or retires;
- B. Is discharged for just cause;
- C. Is laid-off for twenty-four (24) consecutive months except that employees with five (5) or more years of seniority at the time of lay-off will have their continuous service and seniority broken if laid off for thirty-six (36) consecutive months.
- D. Fails to report to work within ten (10) calendar days when recalled from lay-off by certified mail addressed to the employee's last known address as shown on City records.

## **PERSONNEL LAY-OFF AND RECALL**

**21.01** When it becomes necessary in the Police Department, through lack of work or funds, or for causes other than those outlined in Section 124.37 of the Revised Code, to reduce the force in such department, the youngest employee in point of service shall be first laid off. Such reduction in force shall not occur unless and until all part-time, seasonal, auxiliary temporary police officers, and corrections officers have been laid off. In the event full-time police officers are subject to layoff, no part-time, seasonal, auxiliary officers temporary police officers, and corrections officers shall be re-called until such time as all laid off full-time police officers have been offered re-employment and/or re-hired. During the time period of such layoff of part-time, auxiliary, seasonal and temporary police officers, members of the bargaining unit agree to perform the duties of such laid off non-bargaining unit officers as part of regular duty hours at their straight time hourly rate; unless work conditions require overtime compensation, as approved by the Police Chief of his designee. If lay off(s) of a member of the bargaining unit becomes necessary, the City agrees that no funds will be used for any auxiliary police expenditures, including but not limited to pay, until such time the member is called back and reinstated. Should a position in the Police Department once abolished or made unnecessary be found necessary to be recreated or re-established within two (2) years from the date of abolishment, or should a vacancy occur through death, resignation, or any other position or layoff, the oldest employee in point of service of those laid off shall be entitled to the position, providing s/he was, at the date of his/her separation, a regular and permanent employee; however, in the event that the oldest employee in point in service of those laid off had five (5) or more years of seniority at the time of his/her separation, said oldest employee shall be entitled to the position for a period of three (3) years from the date when abolishment or vacancy occurs.

## **DISCIPLINE**

**22.01** The City reserves the right to discipline for just cause. Any disciplinary measure involving suspension or discharge from employment are subject to the grievance procedure set forth in this agreement beginning at Step 2. Any written reprimands or warnings will be subject to the grievance procedure as contained 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. Where practicable, notices of hearings/interviews will be given at the workplace.

**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.

**22.03** Any record of a complaint against an employee that is determined to be groundless within thirty (30) days will be removed from the employee's personnel file but will be maintained in a separate location.

**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 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.

**22.05** The City will provide an employee with a copy of any citizen's complaint within five (5) business days of its receipt by the Chief, provided however, the City may refrain from turning over such report in the event that the disciplinary incident is also the subject of a pending criminal charge. Complaints made by a civilian that are not in writing and result in disciplinary action against the employee shall be put in writing by a supervisor. All unfounded civilian complaints shall be kept in a file separate from the employee's personnel file. The City will provide a complete copy of the investigation to the affected employee, at no cost, upon the investigation's completion unless the investigation contains an element of criminal conduct in regard to the affected employee.

### **GRIEVANCE PROCEDURE**

**23.01** A grievance is a dispute or controversy arising between the parties concerning the interpretation or application of some specific and express written provision of the agreement. The Union and its representatives shall have the right to present 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 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 this Agreement implicated by the events, as well as the remedy sought.

Informal Step An employee who has a grievance may discuss it informally with his immediate supervisor, either alone or accompanied by his Union representative.

Step 1 If a grievance is not satisfactorily settled at the Informal Step, the grievance shall be reduced to writing and signed by the grievant and submitted to the Chief of the Police Department within 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 facts upon which it is based, the date and time of 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 ten (10) days after the receipt of the grievance.

Step 2 If the grievance is not satisfactorily settled in Step 1, the Union may appeal in writing to the Mayor or his designee within ten (10) days after the Step 1 response. 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) days following completion of the Step 2 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 mediate is complete.

Arbitration. If the grievance is not satisfactorily settled in Step 2 or grievance mediation, the Union may appeal the grievance within thirty (30) by filing a demand in writing with the City to submit the matter to final and binding arbitration. The parties will select an arbitrator from the following panel by the alternate strike method, with the City striking first in discipline cases and the Union striking first in contract interpretation cases:

1. Rob 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 s/he 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 presented in 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 Union in accordance with the provisions of this Agreement.

### **LABOR/MANAGEMENT**

**24.01** In the interest of sound labor/management relations, it is hereby established a labor/management committee consisting of names of the representatives so selected shall be certified in writing to the Chief of Police and the City. Unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the Chief and/or other City representatives shall meet with the labor/management committee to discuss pending problems and to promote a more harmonious labor/management relationship. Neither party shall have the right to be accompanied by an attorney unless agreed otherwise.

**24.02** An agenda will be furnished at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting, and the names of those union representatives who will be attending. The purpose of such meetings shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the union of changes made by the Chief which affect bargaining unit members of the union;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties.
- E. Discuss ways to increase productivity and improve efficiency;
- F. To consider and discuss health and safety matters relating to employees; and
- G. To consider recommendation for changes from the union in the Standard Operating Procedure, Rules and Regulations.

**24.03** It is further agreed that, if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

**24.04** Employee representatives who are scheduled to be at work during the time of this meeting shall receive no loss of pay. It is further agreed that any employee on duty may be required to return to work if an emergency arises during this meeting.

### **LEGALITY**

**25.01** It is the intent of the City and the Union that this Agreement comply, in every respect, with applicable legal statutes, and charter requirements, and if it is determined that any provision of this Agreement is in conflict with law, that provision shall be null and void and shall not affect the validity of the remaining paragraphs of the Agreement. In the event of an unlawful determination, the City and the Union shall meet within thirty (30) days for the purpose of negotiating a lawful provision.

### **DURATION**

**26.01** This Agreement shall become effective on the 1<sup>st</sup> day of January, 2021 and shall continue in full force and effect until midnight, December 31, 2021, 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.

### **DRUG/ALCOHOL TESTING**

**27.01** The City and Union have agreed on a drug/alcohol policy, a copy of which is attached hereto as Exhibit C and incorporated by reference.

### **RETIREMENT**

**28.01** Any member who retires from the Department after twenty (20) years of continuous service will be entitled to receive his badge, suitably mounted on a plaque, provided to him/her at City expense. Such member shall also be entitled to his service weapon; provided, however, if the Chief of Police has a reasonable basis, s/he may withhold permission for such member to be given his service weapon.

### **PART-TIME WORK**

**29.01** When part-time law enforcement related work becomes available, it will be offered to regular full-time police officers through the Department's designated "Part-Time Work Committee". The only jobs not affected by this agreement are those listed in Exhibit "B" of this agreement. Any City official of whom information is requested about this type of employment shall, without further comment about wages and working conditions, advise those inquiring to contact a member of the "Part-Time Work Committee" at the Police

Department. When any of the part-time law enforcement related work cannot be filled by regular full-time officers of the Parma Heights Police Department, the work shall be offered to the Parma Heights Auxiliary Police first, through the "Part-Time Work Committee" before it is offered to any outside agency.

**BARGAINING UNIT WORK AND SUCCESSORSHIP**

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

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

**IN WITNESS WHEREOF**, The parties hereto have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF PARMA HEIGHTS

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION, INC.

\_\_\_\_\_  
Michael Byrne, MAYOR

\_\_\_\_\_

City of Parma Heights

\_\_\_\_\_

\_\_\_\_\_

I HEREBY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS.

\_\_\_\_\_

\_\_\_\_\_  
DIRECTOR OF LAW

\_\_\_\_\_

FINANCE COMMITTEE

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EXHIBIT "A"

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EXHIBIT "A"

All Items are as specified by Department

SAFETY EQUIPMENT:

1. Vest and Vest Holder
2. Rain Coat and Hat Cover
3. Handcuffs
4. Service Pistol (one per officer with three (3) magazines
5. Certified Electrical Weapon
6. Impact Weapon
7. CPR Mask
8. Firearms Range Ear Protection
9. Firearms Range Eye Protection
10. Reflective Traffic Vest

LEATHER GOODS:

1. Garrison (Sam Browne) Belt
2. Holster – Security Type
3. Handcuff Case
4. Belt Keepers (4)
5. Key Holder
6. Under-belt
7. Radio Holder
8. Certified Electrical Weapon Holder
9. Impact Weapon Holder
10. Double Magazine Pouch

CLOTH GOODS:

1. Shirts – 3 short sleeve, 3 long sleeve, 1 class "A" long sleeve

2. Pants – 3 duty pair, 1 class “A”
3. Blouse – 1
4. Cap - 1
5. Tie – 1
6. Tie Bar – 1
7. Winter Watch Cap – 1
8. Polo Shirt – 1
9. Badge – 2
10. Name Tag – 1
11. Duty Footwear
12. Duty-type Jacket (either water repellent with removable liner suitable for use in cold or moderate temperatures, or one light-weight and one cold weather jacket).
13. Mourning Band
14. Ticket Book Holder
15. Report Form Holder

**PARMA HEIGHTS POLICY  
FOR  
IMPLEMENTATION OF DRUG/ALCOHOL TESTING**

**PURPOSE**

The purpose of the policy is to provide Members of the Ohio Patrolman's Benevolent Association (OPBA) Patrolmen with the City of Parma Heights' position regarding alcohol and drug usage situations. The intention of the City is to provide a safer work environment, to improve an employee's health and job performance when affected by the abuse of alcohol or drugs, and to provide guidelines for the consistent handling of alcohol and drug related situations throughout the City of Parma Heights. From this point forward, the City of Parma Heights shall be known as "the City" and the members of the OPBA Patrolmen Local shall be known as "Employees".

**POLICY**

**1. Use of Alcohol and Drugs**

- a. Employees shall not possess, while on duty, any unsealed receptacle containing an alcoholic beverage nor shall any employee sell or use an alcoholic beverage while on duty, except that police officers may do so in the performance of police duty.
- b. Employees shall not possess, sell or use illegal drugs nor abuse prescription drugs at any time, provided that members of the Police Department may be in the possession of illegal drugs while on duty if such possession is incidental to their official duty.
- c. Employees shall not work or report to work under the influence of alcohol or illegal drugs, nor under the influence of prescription drugs except as provided in Item 1(d) below.
- d. Employees must report in writing to their supervisors when they are experiencing a reaction to a prescription or over-the-counter drug which may affect their ability to do their job. The purpose of this report is to protect workers while taking medication from being wrongfully suspected of using illegal prescription drugs.
- e. Possession of drugs and/or open containers of alcohol in the workplace by an employee, outside the scope of their employment, or being under the influence of alcohol as defined in Item 3 (I), or under the influence of an illegal drug during working hours constitutes grounds for immediate disciplinary action.

## **2. Drug Dependency Treatment**

- a. Employees are urged to request assistance with any drug or alcohol problem before disciplinary action is necessary. If an employee advises the City of a drug/alcohol problem, the employee will be urged to receive counseling and, if necessary, will be permitted to take a leave of absence not to exceed six (6) months from the last day of work in order to receive the recommended treatment. If so, the leave provisions of Item 4 will apply. However, a drug/alcohol related problem will not excuse any violation of City rules.
- b. Alcoholism and chemical dependencies are treatable. Employees covered by City sponsored health insurance have limited coverage for treatment of alcoholism and chemical dependency. Any costs associated with treatment that are not covered by insurance will be the responsibility of the employee.
- c. Covered employees will be entitled to utilize the Employee Assistance Program (EAP), Synopsis attached which is Exhibit "A", at no cost to the Employee. Employees may utilize the EAP pursuant to Item 2 (a) and may utilize the EAP as part of its response to a positive test result.

## **3. Testing Procedure**

- a. Drug and/or alcohol screens will be conducted in the following instances:

Drug and/or alcohol screens shall be required of all potential employees. The City does not hire applicants who test positive because being under the influence of drugs or alcohol is likely to affect job performance.

All applicants shall be informed in writing of the City's substance abuse policy and substance abuse screening procedure. This information will include:

- i. A request to sign the "informed consent" form for substance abuse testing, which includes notice that the results of the testing will be provided to the City.
  - ii. Notice that failure to consent to the test will result in the remainder of the pre-employment examination not being completed and rejection of the applicant.
- b. When, in the opinion of the supervisor, as corroborated by a non-supervisory employee, there is reasonable suspicion that an employee is using or possessing illegal drugs or alcohol or is abusing a prescription drug at work or is working or reporting to work under the influence of illegal drugs, alcohol, or an abused prescription drug, that employee will be required to consent to a drug and/or alcohol

test immediately. Employees that purposely make false accusations in reference to violation of this policy shall be subject to appropriate disciplinary action.

All members of the bargaining unit shall receive proper training on the correct procedures to ascertain when probable cause exists.

- c. Emergency alcohol testing will be performed at the testing facility using medically accepted methods of analyzing urine specimens or administering a Breath Alcohol Test.

If a breath alcohol test is at or about acceptable limits defined in Item 3 (I), the Employee may request to a breath alcohol test taken at the Parma Heights Police Department of another law enforcement agency using standard procedure in the collection of this specimen. Split samples will be provided for urine in the event that an employee tests positive. This is done so that a second test may be given at a separate facility if requested by the Employee.

- d. Any time an employee is requested to take a drug and/or alcohol test, the employee will be required to sign an authorization form permitting the testing facility to conduct the test and release the results to the Medical Review Physician. Refusal to sign the authorization form or to submit immediately to a requested drug/alcohol test will be considered insubordination and will subject the employee to appropriate disciplinary actions, as long as disciplinary action is initiated within five (5) working days of the refusal. It is anticipated that any alcohol and/or drug tests will be performed by testing facility. Each employee has the right to have his own additional tests taken at his expense, except that if the employee is determined not to have violated this policy, the City will reimburse the Employee for the cost of those test(s).
- e. Testing for alcohol and/or drugs will also occur in the following situations:
  - i. When the testing is performed as part of a follow up to counseling or rehabilitation for alcohol or drug abuse.
  - ii. When an employee volunteers to be tested.
  - iii. If there is probable cause to believe that an employee is under the influence of alcohol/drugs.
- f. All drug screen samples will be taken and tested according to NIDA procedures and standards at a licensed accredited medical facility, sealed, and properly identified. Testing will be conducted by a certified laboratory and test results will be treated confidentially. Results will be distributed only on a need-to-know basis to the extent necessary to protect a legitimate interest of the City.



- g. Positive drug screen results will be confirmed by Gas Chromatography/Mass Spectrometry (GC/MS) or another medically accepted testing method.
- h. Drugs being screened in accordance with NIDA standards will include these related drugs:

<b>Drug Name Street Name</b>	<b>Initial Screening</b>	<b>Conformation (GCMS)</b>
Amphetamines (uppers, bennies, speed, etc.)	1000 ng/ml	500 ng/ml
Cocaine (snow, crack, flake, coke, etc.)	300 ng/ml	150 ng/ml
Opiates (heroin, codeine, methadone, smack)	300 ng/ml	300 ng/ml
Cannabinoids (marijuana, hashish, THC, etc.)	50 ng/ml	15 ng/ml
Phencyclidine (PCP, angel dust)	25 ng/ml	25 ng/ml

- i. The acceptable tolerance level for Blood Alcohol Concentration (BAC) for all full-time as well as part-time members of this bargaining unit, shall be less than 0.04 for all positions. The tolerance level shall be determined by the normal testing procedures conducted by the contracted hospital, or in accordance with Section 3 (c).
- j. Removed.
- k. The employee will receive a copy of any test(s) results required by this policy, whether or not there is a positive test result(s).
- l. The laboratory will advise the employee and the Medical Review Physician of any positive results. The results of a positive drug or alcohol test can only be released to the City by the Medical Review Physician once s/he has completed a review and analysis of the laboratory's test. The City will be required to keep the results confidential and it shall not be released to the public.

#### **4. Rehabilitation and Counseling**

- a. Any positive test results (except for acceptable limits of alcohol or if a test is positive for a drug that is prescription with corroborating physician's note) will result in the employee being relieved from duty, pending a disciplinary hearing to be held within five (5) working days of the City receiving the positive test results.
- b. In the case of a positive test result, the employee shall seek professional help for a drug/alcohol related problem. If the treatment requires that the employee not work for a specific period of time, the employee will be considered on leave of absence as provided for in 4 (c) herein. This leave may be conditional upon receipt of reports that the employee is cooperating and making reasonable progress in the treatment program. In addition, this leave is conditioned upon employee entering an appropriate treatment program as soon as possible.
- c. Within forty-five (45) days of entering the treatment program, the employee must provide satisfactory medical evidence that s/he has completed the requirements of the program and must pass another drug/alcohol screen provided by the City. This time limit can be extended only based on medical or scientific evidence that a longer time is justified. No period longer than six (6) months total from the date of the original positive test result will be permitted. Failure to meet these conditions will result in termination of employment. Accrued sick leave up to a maximum of six (6) months, and accrued vacation may be used for this leave. Otherwise, this leave will be unpaid.

Treatment programs acceptable to the City under this policy are those provided by facilities that are accredited by the Joint Commission on the Accreditation of Hospitals and/or licensed through an appropriate state licensing agency.

- d. The City will require written verification that an employee is participating in or has completed a treatment program.
- e. Any employee who has returned to work is subject to re-testing as otherwise provided in this policy, and if s/he fails the re-test, shall be discharged. As a condition of being allowed to return to employment, an employee will be required to submit to six (6) unannounced drug/alcohol tests for a period up to one year after returning to work.

#### **5. Disciplinary Action**

- a. Any employee who is in possession of an open or unsealed receptacle containing an alcoholic beverage, or sells or uses alcohol while on the job shall be subject to appropriate disciplinary action, except members of the Police Department may be in the possession of or use alcoholic beverages while on duty performing official duties in the scope of their employment with the consent of a commanding officer.

- b. Any employee who is in the possession of, sells, transfers or uses illegal drugs, while on duty, or sells prescription drugs at any time shall be subject to immediate discharge; provided, however, that members of the Police Department may be in the possession of illegal drugs while on duty if such possession is incidental to their official duty and is done with the consent of a commanding officer.
- c. Any employee who works or reports to work under the influence of alcohol as defined, or illegal drugs shall be immediately relieved from duty by the Officer in Charge (OIC) until a disciplinary hearing is heard within at least five (5) working days of the City's notification of this violation of policy. This includes prescribed and over-the-counter drugs not reported to a supervisor as required by Paragraph 1 (d) above. The type and severity of discipline will depend on all the circumstances, including nature of substance, employees' explanation, and willingness to enter a rehabilitation program if treatment is appropriate.
- d. Refusal to sign the authorization form associated with a drug/alcohol test or refusal to take a requested drug/alcohol test immediately is considered insubordination and shall be subject to appropriate disciplinary action.
- e. Anyone involved in the trafficking or possession of illegal drugs or prescription drugs, whether on or off City premises, and not within the scope of duty will be subject to appropriate disciplinary action.

## **6. Appeal**

- a. The employee will have the opportunity to discuss the positive test results as defined in Section 4 (a), with the City and Medical Review Officer, and may be represented by counsel of his choosing. Included in such affirmative defenses would be claims of legitimate prescription use or over the counter medications as long as used according to instructions related to dosage. The employee may also submit results of any other tests the employee may have relevant to any positive test(s) result(s).
- b. Any employee may appeal action taken by the City under this policy through the appropriate grievance procedure and/or sanctioned by the City Charter or Statute.

## **7. Record Keeping**

- a. The Personnel Department will maintain records in accordance with the following criteria.
- b. All records will be separated by City department.

- c. The Personnel Department will maintain confidential records of individual test results for a period of five (5) years. The City and the Personnel Director will assume responsibility for this confidentiality.
- d. The Personnel Department will maintain an annual summary of the records related to testing and which shall include the following information:
  - i. The total number of drug tests administered;
  - ii. The number of drug tests administered in each category (i.e., pre-employment, periodic, reasonable cause);
  - iii. The total number of individuals who did not pass a drug test;
  - iv. The total number of individuals who did not pass a drug test by testing category;
  - v. The disposition of each individual who did not pass a drug test;
  - vi. The number of drug tests performed by a laboratory that indicated evidence of a prohibited prescription drug or metabolite in the screening test in a sufficient quantity to warrant a confirmatory test;
  - vii. The number of drug tests performed by a laboratory that indicated evidence of a prohibited prescription drug or metabolite in the confirmatory test in a sufficient quantity to be reported as a “positive” finding to the medical review officer;
  - viii. The number of drug tests performed by a laboratory that indicated evidence of a prohibited prescription drug or metabolite in the confirmatory test in a sufficient quantity to be reported as a “positive” finding by substance category (e.g., marijuana, cocaine, opium, PCP or amphetamine).

## **Drug Policy Glossary**

### **BAC**

Blood Alcohol Concentration. Ratio of blood to alcohol.

### **The City**

The employer, the City of Parma Heights.

### **Controlled Substance**

Any drug compound, mixture, preparation or substance included in Schedule I, II, III, IV, and V of Section 3719.41 of the Ohio Revised Code.

### **Employee**

Any full-time or part-time employee of the City other than, elected officials or those officials specifically appointed to boards or commissions.

### **Illegal Drugs**

Any drug compound, mixture, preparation or substance included in Schedule I, II, III, IV, and V of Section 3719.41 of the Ohio Revised Code.

### **Informed Consent**

This is the signed consent of the employee to authorize the City, or an agent of the City, to collect a breath, urine or blood sample for the purpose of laboratory analysis to detect the presence of drugs. This consent must include an explanation of the drug testing procedure along with its implications. Included in this consent will be employee medical information that could be pertinent to the outcome of a drug test.

### **Gas Chromatography/Mass Spectrometry (GC/MS)**

A means of screening and then confirming the presence of controlled substances in the bodily fluids of an individual.

### **Medical Review Physician**

(MRP) a.k.a. Medical Review Officer (MRO) shall be chosen and agreed upon between the union and the City, and must be a licensed physician with knowledge of substance abuse and addiction disorders. The Medical Review Physician shall be familiar with the characteristics of drug tests and the laboratories running the tests. The role of the Medical Review Physician will be to review and interpret the positive test results. The MRP will examine alternative medical explanations for any positive test results. This action shall include a medical interview with the affected employee and review of the employee's medication history. The MRP will be certified by either the American Association of Medical Review Officers or the American College of Occupational and Environmental Medicine.

**Metabolite**

A substance essential to metabolic process. (Steroids, Hormones, etc.)

**Testing Facility**

An accredited medical facility or hospital where the City of Parma Heights requires all emergency drug testing to take place.

**OPBA**

The Ohio Patrolman's Benevolent Association (OPBA) is the local bargaining unit for the Sergeants and Captains, Patrolman and Dispatchers/Matrons employed by the City of Parma Heights.

**Outside Agency**

Any hospital, clinic, lab or medical center that has the ability to test for presence of drugs in an individual. This outside agency must follow all federal, state and local laws regarding the testing of employees for drugs.

**Over-The-Counter Drugs**

Any drug or drug product that does not require a physician's prescription for possession. (Aspirin, mild cough syrup, cough drops, eye drops, etc.)

**Prescription Drugs**

Any drug or drug product that requires a physician's prescription for possession and use.

**Reasonable Suspicion**

A suspicion based on the totality of circumstances that an employee is under the influence of alcohol or drugs. Such circumstances may include (but are not limited to) the following:

1. Observable Phenomena such as the direct observation of drug possession or use, and/or the physical symptoms of being under the influence of a drug or alcohol.
2. A pattern of abnormal or erratic behavior.
3. Information provided either by reliable and credible sources.

**Rehabilitation/Counseling**

A program designed for the evaluation and treatment of one who abuses drugs and/or alcohol.

**Safety Sensitive Position**

A Safety Sensitive position involves an employee who is performing the task of: driving a vehicle or piece of equipment, running a motorized piece of equipment, administering drugs, administering first aid, performing the job of paramedic or emergency medical technician, using firearms, using explosives, climbing ladders, performing work in elevated areas where railing is not present or where the supervisor of OIC (officer in charge) feels

that it is in the best interest of the employee in question that s/he of she not be performing that task.

**Supervisor**

An employee having authority to hire, direct, assign, promote, reward, layoff, recall, suspend, discipline, or remove other employees, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature, but requires the consistent exercise of independent judgment.

**Tolerance Level**

A BAC or GC/MS level above which an employee is deemed to be under the influence of alcohol or drugs.

**Trafficking**

A person who knowingly by force, threat or description, administers to another or induces another or causes another to use a controlled substance or causes another to become drug dependent.

## EXHIBIT "D"

### **Employee Assistance Program (EAP)**

EAP programs are normally 24-hour hot lines where employees and their family members can call counselors to deal with stress related problems. Many companies provide EAP programs through mental health providers because they feel that they can eliminate stress at work. If stress is eliminated at work, drug abuse, work related accidents and employee morale can be dramatically affected in a positive way. If an employee can contact a third party that is not associated with its company or labor local, employees feel more comfortable about presenting their problems to this third party and possibly finding solutions to them. Examples of these stress related problems may be alcoholism, drug abuse, divorce, financial problems, etc. Municipalities that are currently using EAP programs are Garfield Heights, Maple Heights, Cuyahoga County Engineers, City of Bedford, City of Shaker Heights and the City of Parma. Companies that currently use EAP programs are Dow Chemical, BCBS of Ohio, BF Goodrich, Ford Motors and General Motors.

Most of Employee Assistance Programs include the following Key Features:

- Confidentiality
  - Assists the employee in managing Life Changes involving: Alcohol or drug problems, Family or marital relationships, Death in a family, Emotional or psychological adjustment, legal or financial problems, relocation, retirement, raising children or the birth of a child.
  - 24 Hour Access anywhere within the continental U.S. and Canada.
  - Information Referral Services, Professional Counseling Services, Crisis Intervention and Management Consultation
  - Family and Dependents eligible
  - Unlimited Telephone Counseling
  - Access to high quality network of professional counselors with masters and Ph.D. levels.
  - Evening and weekends availability for appointments
  - Monthly original articles for in-house communications
  - Quarterly Wellness Seminars
  - Follow-up to monitor treatment outcome and satisfaction
  - References Manual
  - Human Resources Supervisor and employee orientation training
- Coordination with Employer Health Care benefit plans.

Marymount Hospital's "Concern" EAP was the program that both the City of Parma Heights and the OPBA Patrolmen, Sergeants and Captains local agreed to as their choice.

- Concern – Marymount Hospital  
Bob Hoopingarner 216-663-3287  
Features above plus (1-10) Prepaid Assessments
- Attached you will find a brief description of that program



# City of Parma Heights Benefit Highlights Dental

Dependent Age Limit	23 <sup>rd</sup> Birthday
Deductible	\$50 single/\$150 family
Annual Maximum	\$1,000

**PREVENTIVE SERVICES**

Preventive Services (not subject to deductible)	100%
Oral Exams	Two exams per benefit period
Bite-Wing X-ray	Two per benefit period
Full-mouth X-rays	One every 36 months
Topical Fluoride Treatment	One per benefit period per Eligible dependent under age 19
Prophylaxis	Two per benefit period
Emergency palliative treatments	
Lab Exams and Tests	
Sealants	To age 14, once per 18 months, posterior teeth only

**COMPLEX SERVICES**

Complex Services (subject to deductible)	60%
Inlays and Onlays tooth	Once every five years per
Crowns tooth	Once every five years per
Dentures	Once every five years
Prosthetics (fixed) unit	Once every five years per

**ESSENTIAL SERVICES**

Essential Services (subject to deductible)	80%
Restorations	
Endodontics	
Periodontal Maintenance	
Periodontal Prophylaxis	

\*\* Please refer to your benefit certificate booklet for a complete description of all covered benefits and exclusions. \*\*

## 90/10 Health Insurance Summary Plan Description

**MEMORANDUM OF UNDERSTANDING**  
**ME-TOO AGREEMENT**

During the negotiations that preceded this agreement, the City agrees that if it reaches an agreement on any economic issues, or non-economic issues with any other Unions that have a collective bargaining agreement with the City, that the OPBA may elect to incorporate that agreement into this agreement. It is further agreed that this “Me-too Agreement” will not apply to any provision awarded by a Conciliator under Revised Code §4117.14.

**RESOLUTION NO. 2021 - DRAFT**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE  
A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PARMA  
HEIGHTS AND THE OHIO PATROLMEN’S BENEVOLENT ASSOCIATION  
[CAPTAINS/SERGEANTS], AND DECLARING AN EMERGENCY.**

**WHEREAS**, the parties have tentatively agreed to a Collective Bargaining Agreement, effective January 1, 2021, through December 31, 2021, between the City of Parma heights and the Ohio Patrolmen’s Benevolent Association [Captains/Sergeants] with respect to terms and conditions of employment of certain employees in the Police Department of the City.

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

Section 1. The Collective Bargaining Agreement with the Ohio Patrolmen’s Benevolent Association [Captains/Sergeants] attached hereto and incorporated herein, is adopted, ratified and approved and the Mayor is authorized and empowered to execute and enter into said Collective Bargaining Agreement for and on behalf of the City of Parma Heights.

Section 2. Ordinance No. 2020 – 13, passed, April 27, 2020, is repealed.

Section 3. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution 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 4. This Resolution 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 Resolution are immediately required in order to continue the highest possible level of efficiency and service of certain employees in the Police Department of the City; wherefore, this Resolution shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
APPROVED

FILED WITH  
THE MAYOR: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

**AN AGREEMENT**  
**BETWEEN**  
**THE CITY OF PARMA HEIGHTS**  
**AND**  
**THE OHIO PATROLMEN'S**  
**BENEVOLENT ASSOCIATION**  
**CAPTAIN/SERGEANTS**

**EFFECTIVE JANUARY 1, 2021**  
**THROUGH DECEMBER 31, 2021**

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## **PREAMBLE**

**1.01** This Agreement is hereby entered into by and between the City of Parma Heights, Ohio, hereinafter referred to as the “City” and the Ohio Patrolmen’s Benevolent Association, hereinafter referred to as the “Union”.

## **PURPOSE AND INTENT**

**2.01** In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and efficient operations, the City now desires to enter into an agreement reached through collective bargaining, which will have as its purposes, among others, the following:

- (1) To set forth in written form wages, hours, conditions of employment which have been mutually agreed upon by the City and the Union.
- (2) To promote individual efficiency and improved service to the citizens of the City of Parma Heights.
- (3) To provide a basis for adjustment of grievances arising from the application and interpretation of the various specific provisions hereunder adopted.

## **RECOGNITION**

**3.01** The Union is recognized as sole and exclusive representative for the duration of this Agreement of full-time employees in the classifications of Police Captain, (except Executive Officer or Officer acting in absence of the Chief) and Police Sergeant. Part-time, Seasonal and Temporary Employees and Supervisors, as defined in O.R.C. 4117.01 (F), are excluded from the bargaining unit for which recognition is granted.

**3.02** The City will furnish the Union with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

## **OPBA SECURITY**

**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. Deductions made pursuant to this Section shall be remitted by the City to the Union once each month; and upon receipt, the Union agrees to hold the City harmless for all liabilities or damages that may arise from the collection of Union dues.

**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.

**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.

### **MANAGEMENT RIGHTS**

**5.01** Except as they are specifically restricted or limited by the express language of this Agreement, the City shall retain all of its inherent rights, as Employer, including but not limited to the following:

- (a) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organization structure;
- (b) Direct, supervise, evaluate, or hire employees;
- (c) Maintain and improve the efficiency and effectiveness of governmental operations;
- (d) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted; and to assign and schedule workers in whatever configuration best suits the City's needs in the area covered by this Agreement;
- (e) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
- (f) Make any and all rules and regulations except that all rules will be uniformly and impartially applied;
- (g) Determine the adequacy of the work force;
- (h) Determine the overall mission of the employer as a unit of government;
- (i) Effectively manage the work force;



- (j) Take actions to carry out the mission of the public employer as a governmental unit.

**5.02** In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the City, in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provision of this Agreement are, and shall remain, exclusively those of the City.

### **EMPLOYEE RIGHTS**

**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, at all disciplinary hearings, internal investigations or other employee –employer related matters that may lead to disciplinary action or adversely affect the employee’s terms and conditions of employment as set forth in this Agreement.

**6.02** Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he/she shall be advised that his/her refusal to answer such questions or participate in such investigation, will be the basis of such a charge.

**6.03** Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee’s shift, unless operational necessities require otherwise. Employees shall be informed of the nature of any investigation of himself prior to questioning. If the employee being questioned is, at that time, a witness and not under investigation, that employee shall be so advised. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities

**6.04** An employee may review his/her personnel file. Said request must be scheduled with the Chief or his/her designee in advance, during normal business hours and will be limited to a maximum of one hour per inspection. An employee may not inspect his/her personnel file while on duty. The City retains the right to withhold the identity of complainants and other sensitive material from this review. All complaints in an officer’s personnel file which are investigated shall be marked with final disposition. If a complaint is not investigated, it shall be so marked.

**6.05** In the course of any internal affairs investigation, a polygraph examination or voice stress analyzer examination will be administered only with the consent of the employee under investigation.

**6.06** City agrees to continue the provisions of the Use of Force policy promulgated by the Chief with respect to reporting use of lethal and non-lethal weapons.

## **NO-STRIKE/NO-LOCKOUT**

**7.01** The Union does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the City.

**7.02** In addition, the Union shall cooperate at all times with the City in the continuation of its operations and services and shall actively discourage any attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or withholding of service from the City is prohibited by state statute, not sanctioned by the Union and order all employees to return to work immediately.

**7.03** It is recognized by the parties that the City is responsible for and engaged in activities which are the basis of the health and welfare of its citizens and that any violation of this Article would give rise to irreparable damage to the City and the public at large. Accordingly, it is understood and agreed that in the event of any violation of the Article, the City shall be entitled to seek and to obtain immediate injunctive relief.

**7.04** It is further agreed that any violation of this section 7.01 through 7.04 shall be automatic and sufficient ground for immediate discharge or other disciplinary action as determined solely by the City.

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

## **NON-DISCRIMINATION**

**8.01** The City and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age or sex.

**8.02** The Union and the City agree that membership in the Union is at the option of the employee and that they will not discriminate with respect to representation between members and non-members.

## **UNION RIGHTS**

**9.01** The Union shall have the right to appoint or elect representatives from its membership and such representatives shall be authorized and recognized by the City to represent the union in Employer-Employee related matters. The names of employees so selected shall be certified in writing to the Chief of Police and City. Nothing herein contained shall prevent the Union from utilizing a staff representative and/or a union attorney at any conference or meeting with the Employer except as provided in Section 25.01 of this Agreement.

**9.02** The Union recognizes its responsibilities as the bargaining agent and agrees to represent all members of the bargaining unit, without any unlawful interference, restraint or coercion from the City, and shall respect the rights of all employees of the Police Department.

**9.03** The Union shall have the right to solicit membership of all new employees and the City agrees not to interfere with the rights of employees to join and participate in lawful union activities.

**9.04** Members of the negotiating committee shall be allowed reasonable time off to participate in collective bargaining meetings with the City, if held during a member's regular working hours without loss of pay. Members of the labor/management committee shall be allowed reasonable time off to participate in labor/management committee meetings, if held during the member's regular working hours without loss of pay. The OPBA Director, or his/her designee, shall be allowed reasonable time off to accompany a fellow employee at hearings where the employee has the right to the presence of an OPBA representative, during the representative's regular working hours without loss of pay, provided such time off is requested in advance and is subject to the operational needs of the department.

**9.05** The Employer shall provide each member of the bargaining unit with a copy of the Agreement.

**9.06** In the course of any disciplinary hearing or internal investigation interview, the affected employee or the OPBA will be permitted to record such matters for their sole use, however, the OPBA will provide a copy for the City upon written request. If either party is recording, they must notify the other party.

**RATES OF PAY**

**10.01** The hourly rates of pay applicable to employees in the classification set forth in Section 3.01 of this Agreement will be as follows:

Classification	Effective 1/1/2021 Parity
	Annual & Hourly
<b>Captain</b>	93,445.88 44.93
<b>Sergeant</b>	80,211.05 38.56

The above respective sums to be paid bi-weekly in substantially equal installments per year; said hourly rate of compensation being based on 2080 hours of work per year. Compensation as shown above incorporates a rank differential between 5<sup>th</sup> yr. Patrolman

and Sergeant, and between Sergeant and Captain of sixteen and one-half percent (16.5%). This section shall not be construed as a guarantee of hours of work nor shall it be construed as a guaranteed annual salary.

**10.02** Any Police Officer, who is regularly subject during his/her tour of duty, to respond to public emergency calls, whether said calls are as a member of the uniformed force or as a detective, and whether said calls involve accident investigation, medical emergencies or law enforcement duties, shall be entitled to an emergency response allowance in addition to his/her regular compensation. This compensation shall be paid as follows: six percent (6%) of the minimum yearly straight time earnings set forth in Paragraph 10.01 herein; payable in two (2) equal installments on the pay days closest to May 1 and November 1 of each calendar year. No employee shall be entitled to said emergency response allowance pay until he/she shall have completed one (1) full year of service. On his/her first anniversary date, each such employee shall receive a prorated amount for the months of service between his/her first anniversary date and the next installment of said allowance. When an employee leaves the Department through retirement, resignation or termination, the emergency response allowance shall be prorated and the amount paid but unearned shall be deducted from the employee's final paycheck.

**10.03** Those officers whose normal duty requires work between the hours of 3:00 P.M. and 7:00 A.M. shall be entitled to a shift allowance which shall be paid in addition to the compensation set forth above in Section 10.01 herein and shall be as follows: a) for hours worked between 3:00 P.M. and 11:00 P.M., a sum equal to \$.30 per hour for all hours falling in the above period; b) For all hours worked between 11:00 P.M. to 7:00 A.M., a sum equal to \$.60 per hour for all hours falling in said period.

**10.04** Each member of the Police Department holding an Associate's Degree or a 4-year degree from an accredited college or university, shall be entitled to a yearly payment of \$200.00, payable in equal amounts of \$100.00 on February 1 and August 1 of each calendar year. However, no member of the Police Department shall be entitled to any education allowance during the period of his/her probation as defined in Section 19.01 of this Agreement. Any new member of the Police Department completing his/her probationary period after August 1 of any year and prior to the next semi-annual payment date, shall receive an amount equal to the amount of the full months elapsing between the date of completion of such probation and the next semi-annual education allowance payment date. All members of the Police Department holding said degrees prior to January 1, 1986 shall be eligible for the yearly allowance set forth above, but in order to qualify for the said allowance on and after January 1, 1986, the Associate's Degree or the 4-year degree from an accredited college or university must be in a law enforcement related area of study.

**10.05** Educational Stipend- Each member shall receive an allowance of \$200.00 (Two Hundred Dollars) each year for educational enrichment. Employees must first enroll in a class and the class must be related to their employment with the City. Employees must show proof of the class and the cost of the class to receive reimbursement. Employees

who don't utilize this stipend in any given year shall forfeit such stipend for that year only.

**10.06 Certification Pay** – It shall be a condition of employment that all employees have and maintain an Ohio Peace Officer training certificate through OPOTA, and complete all continuing professional training associated with it. Additionally, all officers shall maintain certifications necessary for job proficiency. These certifications may include:

- LEADS – every two years
- OHLEG Security Training – every two years
- Conductive Electrical Weapon – every year
- OPOTA Pistol Qualification – every year
- OPOTA Shotgun Qualification – every year
- OPOTA Patrol Rifle Qualification – every year
- State required mandates CPT – as instructed by the State
- Department requirements – as instructed by the Chief (i.e., procedural justice training, Autism Training, Dealing with people in crises, etc.)
  - CPR/First Aid – every two years
  - Tourniquet deployment
  - Ordinance changes
    - Ex: U-Turn 331.12
  - State Law Changes
    - Ex: No front plate law; Expired license plates/driver's license moratorium
  - Case Law Updates
    - Ex: State of Ohio v. Turner – touching line does not equal a marked lanes violation
- Renewal certifications (if applicable)
  - ALICE instructor – every two years
  - Armorers (rifle/shotgun) – every five years
  - Firearms instructor – every three years

Effective January 1, 2021, officers who maintained their Ohio Peace Officer training certificate, and above proficiencies in the previous year shall be paid \$1,500.00 on January 1 following each year such certification was maintained.

### **DUTY HOURS AND OVERTIME**

**11.01** The regular members of the Police Department shall be required to serve on a regular police duty as directed by the Mayor and as scheduled for each scheduled period. The schedule period shall be established on the basis that each officer shall serve 160 hours, in 10-hour increments, for each schedule period of 28 days duration. No officer shall be required to remain on regular duty for more than 16 consecutive hours, unless he/she is called upon by the Mayor to respond to an emergency.

**11.02 Overtime Pay** - Compensation for overtime as defined in this section shall be calculated by multiplying the officers' normal hourly rate of pay or fraction thereof by 1.5 for the number of hours worked in the performance of such duties in excess of 10 hours per day or 160 hours for each scheduled period of 28 days; however, overtime shall not be paid for twice. For purpose of this section, hours paid for vacation, holidays, compensatory time and sick days shall be calculated as time actually worked.

**11.03 Compensatory Time** – At the option of each officer compensatory hours may be accumulated in lieu of compensation up to a maximum of 300 hours. Said hours will be accumulated at 1.5 hours banked for each overtime hour (or fraction thereof) worked and not compensated. Officers may utilize said bank of overtime hours with the prior approval of the Chief in increments of not less than 2 hours unless the Chief, in his sole discretion, determines some lesser time is appropriate. Officers shall be able to utilize their bank of compensatory time in accordance with the following: Only one Sergeant per shift may exercise the use of comp time if it creates overtime as it relates to supervisory overtime. Comp time use that will create the need for overtime fill-in must be requested at least twenty-four (24) hours in advance; the twenty-four (24) hour advance notice will be waived if the employee is able to secure his/her own replacement. Employees will not utilize comp time or holidays during declared emergency situations or when special events or circumstances would dictate scheduling additional officers on any particular day, as determined by the officer in charge.

All compensatory time banked must be utilized by December 1, with the exception of a maximum of 200 hours, which may be carried over to the next calendar year. Any unused time exceeding 200 hours will be paid in cash by multiplying such hours remaining times the officer's normal hourly rate of pay. The payout of compensatory time remaining unused after 12/1 after any mandatory payout may be requested by the officer; and such requested time shall be paid in cash by multiplying the hours by the officer's normal hourly rate of pay. No compensatory time off may be utilized from December 22 through January 2 of each year.

**11.04** When a Police Officer, not on duty, is called in to perform official Police duties prior to his/her scheduled work shift, that officer shall be compensated at the officer's overtime rate of pay for all hours worked on such call-in, but shall not receive overtime pay for less than two (2) hours for the call in. When a Police Officer, not on duty, is called in to perform official duties for a period of time that does not extend into his/her next regularly scheduled work shift, that officer shall be compensated at the officer's overtime rate, at a minimum of four (4) hours.

It is understood and agreed that a call-in at any time whose sole purpose is to sign court documents, shall entitle such officer a minimum of two (2) hours. Official duties or official police duties shall include all duties performed by employees for the Department. The four (4) hour minimum pay stated herein applies each time an officer is called in and shall not be reduced in those cases where an officer is called in more than once during the same four (4) hour callout period.

**11.05** Court appearance shall be paid at the officer's overtime rate of pay for all hours involved in the court appearance but the officer shall not receive less than three (3) hours overtime rate of pay for the court appearance. This provision shall not apply if the court appearance shall occur during an officer's normal tour of duty.

**11.06** (a) All bargaining unit members that have completed their probationary period shall be allowed to select their shift annually; shift selections will be based on time in grade seniority with the most senior officer of that rank having priority choice. Uniform Patrol Sergeant shift selections will be based on a three (3) shift per day system (6:00 hrs. to 16:00 hrs.; 14:00 hrs. to 00:00 hrs.; or 22:00 hrs. to 8:00 hrs.). Sergeants in the Investigative Unit will be assigned to a shift (7:00 hrs to 17:00 hrs) and not be subject to the bid process as it relates to the Investigative Unit, however, they may bid on a Patrol Unit Shift. The shift selections will take place between October 15<sup>th</sup> and November 15<sup>th</sup> of each year, and shift selections resulting in a move from the Investigative Unit to the Patrol Unit must be made by September 15 of each year. The shift selection shall be effective with the first schedule of the new year. There will be only one bid process per year.

(b) Should a vacancy occur on a Uniform Patrol Shift, and the City chooses to fill such vacancy, another member may choose to be moved to the affected shift (such move may not be made if the vacancy occurs less than 90 days prior to the October 15 shift selection process). If no member chooses to fill the affected shift, then the Chief will assign the newly appointed member to that vacancy. If there is no newly appointed member to fill the vacancy, then the Chief may move the member with the least time in grade seniority. This move will remain permanent until a new member in the affected rank is added, or a new bid process occurs. If a new member is added, the affected officer may choose to return to their original assignment.

(c) Only sergeants regularly assigned to a patrol shift shall fill a temporary absence in the patrol unit, unless no patrol sergeants are available. However, if such temporary absence is in excess of ninety (90) days, the Chief may temporarily move a non-patrol unit sergeant to cover the absence.

### **UNIFORM ALLOWANCE**

**12.01** Each regular full-time Sergeant or Captain shall be entitled to a uniform allowance of Seven Hundred Fifty Dollars (\$750.00) yearly payable in equal amounts of Three Hundred Seventy-Five Dollars (\$375.00) on the closest pay to February 1 and August 1 of each calendar year. No member of the Police Department shall be entitled to a uniform allowance during the period of probation as defined in Section 19.01 of this Agreement. Any new member of the Police Department completing their probationary period after August 1 or February 1 of any six (6) month period and prior to the next semi-annual payment date, shall receive an amount equal to the amount of the semi-annual payment divided by 6 and multiplied by the number of full months elapsing between the date of completion of such probation and the next semi-annual uniform allowance payment date.

**12.02** Each newly hired member of the Police Department will be furnished at the City’s expense, new uniforms, and leather gear and safety equipment in accordance with Exhibit “A” attached hereto.

**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 \$1450, 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.

**12.04** In order to assist the members of the Police Department in maintaining and replacing leather gear and safety equipment required for use while on duty, the City agrees to pay a safety equipment maintenance allowance of \$750.00 per year payable in equal amounts of \$375.00 on the closest pay to February 1 and August 1 of each calendar year. Members of the Police Department shall not be entitled to a maintenance allowance during the period of their probation as defined in Section 19.01 of this Agreement. Any new member of the Police Department completing his/her probationary period after August 1 or February 1 of any six (6) month period and prior to the next semi-annual payment date, shall receive an amount equal to the amount of the semi-annual payment divided by 6 and multiplied by the number of full months elapsing between the date of completion of such probation and the next semi-annual maintenance allowance payment date.

**INSURANCE**

**13.01 Insurance- Medical.** Each regular, full-time employee of the Police Department shall, after one (1) month of such full-time service, be entitled to health insurance provided by the City. Employees shall pay the following amounts:

Effective January 1, 2021 :

<b>Tier</b>	<b>80/20</b>	<b>90/10</b>
EE	\$ -	8%, capped at \$61.76
EE+SP	\$ -	8% capped at \$129.78
EE+CHR	\$ -	8% capped at \$105.06
FAM	\$ -	8% capped at \$182.30

<b>Category</b>	<b>Monthly Incentive</b>
Annual Physical	\$ 15.00
Non-Tobacco User	\$ 15.00



**With Incentive**

<b>Tier</b>	<b>80/20</b>	<b>90/10</b>
EE	\$ -	\$31.76
EE+SP	\$ -	\$99.78
EE+CHR	\$ -	\$75.06
FAM	\$ -	\$152.30

**13.02 Insurance-Group Life.** Each regular full-time employee of the Police Department shall, after one (1) year of such full-time service, be entitled to fully paid Group Life Insurance in the amount of \$25,000.

**VACATIONS**

**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:

- a) Two (2) weeks vacation with pay at the end of one (1) year full-time active duty;
- b) three (3) weeks vacation with pay at the end of five (5) years full-time active duty;
- c) four (4) weeks vacation with pay at the end of ten (10) years full-time active duty;
- d) five (5) weeks vacation with pay at the end of fifteen (15) years full-time active duty;
- e) six (6) weeks vacation with pay at the end of twenty (20) years full-time active duty.

A vacation week shall not exceed four (4) 10-hour days off with pay. Each increment of “week of vacation” with pay is equivalent to forty (40) hours of pay.

When a sergeant assigned to a uniform shift or the investigative unit takes a full week vacation (i.e., 4 – 10 hours days) during that week, the other sergeant assigned to that same shift may take three days off for uniform shift or one day off for investigative unit.

Vacation shall be earned as of January 1<sup>st</sup> of each year and shall be taken by the employee in the calendar year in which it is earned, provided, however, that when an employee has an anniversary of employment in a calendar year which would entitle the employee to receive an additional increment of vacation, the employee shall be entitled to observe the additional increment of vacation in the twelve (12) month period measured from the anniversary. Vacation shall not be accrued from year to year or payments made in lieu thereof except by special arrangement with the Director of Public Safety; provided, however, that any full-time member of the Police Department, who has

concluded twenty-one (21) continuous years of service, may, at his/her option, bank not more than three (3) weeks per year, up to a maximum amount of nine (9) weeks. Such employee may receive cash payment for such banked vacation one time, either at retirement or before, but may not thereafter, bank additional hours after the nine (9) weeks have been utilized. In lieu of banking vacation time, an employee may turn-in for annual payment not more than three (3) weeks per year, up to a maximum amount of nine (9) weeks. The City's Finance Department must be notified of this intent not later than November 1<sup>st</sup> of the calendar year in which payment is requested. Said payment shall be made on the last pay of the calendar year in which payment is requested.

### **HOLIDAYS**

**15.01** Each regular full-time employee of the Police Department shall be entitled to the following thirteen (13) paid holidays; except that the total number of paid holiday hours shall not exceed one hundred four (104) hours per year:

- (1) First day of January, known as New Year's Day;
- (2) Third Monday in January, known as Martin Luther King Day; (can be taken as a floating holiday subject to prior agreement with departmental supervision);
- (3) Third Monday in February, known as Washington-Lincoln Day; (can be taken as a floating holiday subject to prior agreement with departmental supervision);
- (4) Decoration or Memorial Day (date of observance as established by State Legislature);
- (5) Fourth day of July, known as Independence Day;
- (6) First Monday of September, known as Labor Day;
- (7) Second Monday in October, known as Columbus Day; (Can be taken as a floating holiday subject to prior agreement with departmental supervision);
- (8) Eleventh day in November, known as Veteran's Day; (can be taken as a floating holiday subject to prior agreement with departmental supervision);
- (9) Fourth Thursday in November, known as Thanksgiving Day;
- (10) Twenty-fifth day of December, known as Christmas Day;
- (11) Two floating Holidays to be taken subject to prior agreement with departmental supervision;

(12) Employee's Birthday, (can be taken as a floating holiday subject to prior agreement with departmental supervision).

- a. In cases where an employee is required to work on a day upon which he/she would otherwise be entitled under this subsection to observe as a paid holiday, he/she shall be compensated at twice his/her normal hourly rate of pay for those hours he/she does work, or in lieu thereof, the employee may, with permission of the Director of Public Safety, taken a compensatory day off with pay for such holiday.
- b. In cases where an employee is scheduled to work any of the five (5) traditional holidays (New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving) he/she shall be entitled to an additional five (5) hours of pay at the straight time rate for each traditional holiday worked.
- c. If an employee scheduled to be off-duty on a traditional holiday named above, is required to work said traditional holiday, he/she shall be compensated at an additional amount equal to twice his/her normal hourly rate of pay for those hours he/she does work; or in lieu thereof the employee may with the permission of the Director of Public Safety take an additional amount of compensatory time off equal to twice the number of hours actually worked on the traditional holiday.
- d. If an employee scheduled to be off-duty on a traditional holiday, is required to work said traditional holiday, he/she shall be entitled to the five-hour holiday bonus, paid at the straight time rate, if and only if he/she works a full eight-hour shift on said traditional holiday.
- e. In cases where an employee is scheduled to work on Christmas Day, he/she shall be entitled to a holiday bonus whereby he/she shall be paid an additional hour pay at the straight time rate for each hour he/she actually works on Christmas Day.
- f. If an employee scheduled to be off duty on Christmas Day, is required to work Christmas Day, he/she shall be compensated at twice his/her normal hourly rate of pay for those hours he/she actually works on Christmas Day; or in lieu thereof the employee may, with the permission of the Director of Public Safety, take an additional amount of compensation time off equal to twice the number of hours actually worked on Christmas Day.
- g. If an employee scheduled to be off duty on Christmas Day, is required to work Christmas Day, he/she shall be entitled to the Christmas Day holiday bonus, calculated as an hour paid at the straight time rate for each hour he/she works on Christmas Day.
- h. Compensatory days for the thirteen (13) holidays shall, with the approval of departmental supervision, be scheduled throughout the calendar year consistent with seniority and safety requirements. Holidays, except Christmas, must be observed before December 15<sup>th</sup> annually unless otherwise approved by the Chief. A police

officer whose service is terminated will have his/her last pay adjusted to reflect holidays earned in that year but not yet taken and those taken but not yet earned.

- i. Manpower need for the five traditional holidays and Christmas Day shall be based on normal daily shift minimums. Officers shall be scheduled to meet such normal daily shift minimums in accordance with departmental policy and procedures. In the event that operational needs require staffing above normal daily shift minimums, any employee required to work such traditional or Christmas holiday above the normal daily shift minimum, shall be compensated in accordance with the provisions of this section.
- j. For purposes of computing holiday compensation under this section: Currently minimum daily shift requirements are three officers on uniform patrol day shift and weekday night shift and four officers on uniform patrol afternoon shift and weekend night shift. No Detectives are required on any traditional and Christmas holiday. Minimum shift requirements may be changed by the Chief as long as they are not changed to circumvent the intent of this section.

**LONGEVITY PAY**

**16.01** Additional compensation for continuous, full-time employment, which shall be entitled “Longevity Pay”, which shall be paid for each calendar year at the first pay period in December of that calendar year. The rate of longevity pay to which an employee shall be entitled in any calendar year shall be computed in accordance with the following schedule:

<u>Years of Continuous, Full-Time Employment Completed as of the Anniversary Date of Employment</u>	<u>Rate of Longevity Pay Per Month</u>
0-4	\$ -0-
5	\$ 20.83
10	\$ 41.66
15	\$ 62.50
20	\$ 83.33
25	\$104.16
30	\$125.00

The amount of longevity pay to which an employee is entitled in a calendar year shall be computed by multiplying the number of months in said calendar year preceding and subsequent to his/her anniversary date of employment in that year by the applicable rate or rates of monthly longevity pay based upon the number of full years of continuous, full-time employment completed in that year as determined in accordance with the above schedule.

## JURY DUTY COMPENSATION

**17.01** Each regular, full-time employee of the Police Department shall, if called for Jury Duty, receive their regular compensation during the time spent in the capacity as jurors less the amount paid them by the court of such duty as jurors.

## SICK LEAVE

**18.01** Each regular full-time employee of the Police Department shall be entitled to 4.6 hours of sick leave for every eighty (80) hours of regularly scheduled employment. Unused sick leave shall be cumulative up to a maximum total of 1,750 hours. (Note: for purposes of this contract any catastrophic leave hours on record as of December 31, 2002, will be converted to regular sick leave hours subject to maximum accumulation limits of this section.) Sick leave accrued under prior contracts shall remain in effect and sick leave days accrued as of December 31, 1993, shall be converted to hours at the rate of eight (8) hours per each day accrued. Payment for sick leave, at the rate of one (1) hour for every hour of sick leave absence, shall be made only when approved by the Director of Public Safety, who may require the employee to furnish a satisfactory, written, signed statement to justify the use of sick leave, and in the case of sick leave absence in excess of two (2) days, shall require certification as to the nature of illness or injury from the employee's physician or the Police Surgeon.

Absences due to service-connected injuries will not be charged against employee's accumulated sick leave so long as it does not exceed the employee's attending physician's and/or Police Surgeon's prognosis as to employee's ability to return to employment. Once employee has returned to assume normal duties, following absence due to service-connected injury, subsequent absences, alleged as being due to service connected injury, will be charged against employee's accumulated sick leave unless excused by employee's attending physician's and/or Police Surgeon's certificate. In case of disagreement between physicians, the certification of a third (3<sup>rd</sup>) physician will be required.

An employee may use a portion of his/her accumulated sick leave for funeral arrangements and services for his/her spouse, child, parents, mother-in-law, father-in-law, grandparents, grandparents-in-law, sister, brother, sister-in-law, brother-in-law, grandchildren, stepparent, step-sister, step-brother, aunt, uncle, cousin, niece, and nephew. Funeral leave so utilized shall not be so charged as to reduce employee's sick leave incentive.

Police Department employees shall be paid an incentive for conservation of annual sick leave allowances as follows:

<u>Unused Sick Leave Hours</u>	<u>Incentive Payment-Hours</u>
120	30 Hrs.
110	28 Hrs.

	100	26 Hrs.
	90	24 Hrs.
	80	22 Hrs.
	70	20 Hrs.
	60	18 Hrs.
	50	16 Hrs.
	40	14 Hrs.
	30	12 Hrs.
	20	10 Hrs.
Less than	20	-0-

Hourly rate to be paid will be that in effect as of December 31<sup>st</sup> in the year in which the sick leave hours are accumulated. The hourly rate as defined for purposes of calculating the sick leave conservation payment shall be the total of the officer's annual rate of pay as defined in section 10.01 and the employee's longevity payment for that year divided by 2080 hours. Payment is to be made concurrent with the second payroll of February following the year in which sick leave days were accumulated. Such incentive will in no way diminish an employee's sick leave accumulation.

At the time of retirement from active duty with the City or death of the employee, the employee, or the employee's estate, will be paid in cash for (60%) of the value of his/her accrued, but unused, sick leave credit. Such payment shall be based on the employee's rate of pay at time of retirement or death. (Retirement to be as defined in Police and Fireman's Disability and Pension Fund Regulations). Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. The maximum payment which may be made shall be (60%) of Twelve hundred (1200) hours. The formula for computation shall be:

$$\frac{\text{Annual Rate} \times (\text{Accumulated Hours} \times 60\%)}{2080}$$

(Note: Annual rate of pay shall be defined as the total of the employee's annual base pay rate as defined in section 10.01 and the employee's longevity payment for that calendar year.)

The incentive for conservation of annual sick leave shall be pro-rated and paid for the portion of the year in which separation, by death or retirement, of an employee of the Police Department shall occur.

Employees with accumulated sick leave may use one hundred and four (104) 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.

**18.02 Covid Leave Policy** Any member who exhibits recognized symptoms of Covid whether on duty or off duty, will be subject to the following policy:

A) Any member who exhibits recognized symptoms of Covid while on-duty shall immediately notify the OIC and be transported to University Hospital Parma. The member will then be placed on sick leave.

B) Any member who displays recognized symptoms of Covid while off-duty shall report the illness to the Chief of Police and then report to University Hospitals in Parma for immediate testing. If symptoms continue into the next regular shift, and the test results have not been returned, the member shall remain on sick leave.

C) If the test results are negative the member will be paid from sick leave accumulation for all time off.

D) If the test results are positive the member will be placed on "Covid Leave". A member on Covid Leave will be paid the regular hourly wage until determined by a physician to be no longer contagious.

E) If the test result is positive any sick time used for testing and awaiting results would be replenished, and lost time charged to "Covid Leave."

F) The City of Parma Heights retains the right to have the affected member examined or tested by a Physician or at a medical facility of its choosing.

**18.03 ON DUTY INJURY LEAVE:** Whenever an Employee is injured while on duty, the Employee is entitled to on duty injury leave pay provided the Employee reports such injury to the Chief, Assistant Chief or Shift Supervisor during or by the end of the shift during which the injury occurred or no later than seventy-two (72) hours after the end of the Employee's shift by completing an OSHA 101 form; it will be the responsibility of the Chief, a Captain or a Unit Supervisor to whom the injury was reported to file the form.

A) The first report of an injury shall be made to a medical provider appointed by the City or the Parma Hospital Emergency Room or MetroHealth Hospital Emergency Room as soon as practicable but no later than two (2) days after the injury is reported to the Supervisor. In the event of an on-duty injury occurring outside of the City of Parma Heights that is serious enough to require emergency care, such first report of injury may be made at the closest emergency medical facility. The City appointed medical provider, or the emergency room doctor must within forty-eight (48) hours of the initial medical examination certify to the Personnel Office that the Employee is unable to work due to the reported injury as a condition precedent to the Employee receiving on duty injury pay. This shall be the only time that the employee shall be required to be examined by this provider or the emergency room. In instances where an Employee reports an injury or incident by completing an OSHA 101 form within seventy-two (72) hours after the

shift the injury or incident occurred, but the Employee does not require immediate medical attention; the first report of injury to a medical provider as detailed in this section shall be made by the Employee within fourteen (14) days after the injury or incident was reported.

B) At all times, the Employee retains the right to seek a medical examination from a medical doctor of their choosing. Medical evidence shall be provided in writing to the Employer within a reasonable period (no more than fourteen (14) days after the Employee has reported the injury to a medical provider as detailed in Section 1) by the Employee's treating medical doctor, establishing: (a) the cause and nature of the injury (b) the extent of the injury (c) the likelihood of the term disability (d) the medical probability of full recovery and eventual return to work. In addition, the Employee's medical doctor shall complete and submit to the Employer a BWC Medco-14 Physician's Report of Work Ability form within 14-days of seeking medical attention. Forms will be available at the Personnel Office and the Police Department. After the initial filing of the workability report, such workability reports will be required to be submitted to the Personnel Office no less than once every thirty (30) days. In order for the Employee to remain on on-duty injury leave, the Employee's physician must complete the BWC Medco-14 form in its entirety. In the event the BWC Medco-14 form is received by the Personnel Office in an incomplete manner, the Personnel Office will contact the injured Employee instructing him to take the form back to the doctor for completion. The injured Employee will have two (2) working days from the point of being contacted by the Personnel Office to return the completed form to the Personnel Office.

C) Only the Personnel Director, on behalf of the City, and the City's BWC Third Party Administrator, shall make inquiries to the Employee's medical doctor or the BWC representatives and MCO in regard to the Employee's injury or status. The Employee may review all records concerning correspondence between the City, the medical doctors, and the Ohio Bureau of Workers' Compensation representatives and MCO, which are maintained in the personnel office, relating to the Employee's injury.

D) At any time, the City may request a medical opinion by a City appointed medical doctor who practices in the Employee's type of injury. In the event that there is a disagreement between the City's medical doctor and the Employee's medical doctor regarding the Employee's ability to work due to the injury, return to work status, or light duty eligibility, the certification of a third medical doctor is required. The City shall select a third medical doctor from a list of BWC physicians certified to practice in the Employee's type of injury; said list to be mutually agreed upon between the City and OPBA. The third medical opinion shall be a final and binding decision as it relates to this section.

E) An approved absence due to injury on the job will not extend beyond two hundred seventy (270) calendar days. If necessary, an injured Employee may petition the On Duty Injury Review Board for an extension of the on duty injury leave. Such extension, while made at the sole discretion of the On Duty Injury Review Board, shall not be unreasonably denied. The On Duty Injury Review Board shall be comprised of



two members representing the City, two OPBA Local members representing the injured Employee, and an Arbitrator. The Arbitrator shall be selected from a panel to be provided by the Federal Mediator and Conciliation Service or SERB. The Arbitrator shall be present during deliberation of the Board and shall render a binding decision upon the parties in the event of a deadlock between the City and the OPBA Local members of the Board. The cost of the Arbitrator shall be shared equally by the City and the OPBA. If an Employee exhausts the on-duty injury leave as described in this section, the Employee retains the right to seek wage continuation benefits available through the Ohio Bureau of Workers' Compensation and other benefits.

F) The Employee is not entitled to collect on duty injury pay under this section while employed by an employer other than the City of Parma Heights unless the Employee is on Light-Duty assignment, in which case, Section 8 of the Light-Duty Assignments Article will apply.

G) If an employee is denied on duty injury leave benefits under this Article, the Employee retains the right to seek wage continuation benefits through the Ohio Bureau of Workers' Compensation.

H) All medical expenses incurred due to requirements of the City mandated examinations and certifications as indicated in Section 2 of this Article will be the burden of the City if not paid by Ohio BWC or the City furnished medical plan. In addition, medical costs associated with efforts to amend the injury as originally approved by the Ohio BWC will not be paid by the City.

I) An employee who exhausts all ODI leave under this article and has applied for wage continuation benefits through the Ohio BWC shall be eligible to receive coverage under the City Medical Insurance under the following conditions:

- The employee shall file for a disability retirement through the Police & Fireman's Disability & Pension Board within 30 days of the date at which ODI leave is exhausted. Such proof of filing shall be submitted to the City Finance Director.
- Continuation of medical coverage shall be available for a period of up to nine (9) months from the date upon which ODI leave is exhausted or until wage continuation with the BWC or Disability Pension is ruled upon, whichever is later.

J) This section shall apply to all on duty injuries that occur on or after January 1, 2006.

#### **18.04 LIGHT-DUTY ASSIGNMENTS:**

A) The City reserves the right, at its sole discretion to assign an Employee to light-duty status consistent with the medical certification contained within the BWC Medco-14 Work Ability Report. The Police Chief will determine light-duty functions to

be incorporated into the Light-Duty Assignment Certification Form, which will be attached to and submitted with the BWC Medco-14 form to the medical doctor to assist the doctor in certifying eligibility for light-duty status. Light-duty assignments shall be made in writing to the Employee.

B) In the event that there is a conflict between the Employee's medical doctor and the City's medical doctor regarding medically appropriate assignments, a third medical doctor specializing in the injury will determine the Employee's physical ability. Said third medical doctor shall be selected from a mutually agreed upon list pursuant to the selection process outlined in Section 4 of the On Duty Injury Leave Article.

C) It is expected by the City that work ability forms will only be compiled by the medical doctor based on a current medical examination of the injured Employee. The Employee shall receive a copy of all forms generated from such examinations.

D) The Employee shall, at the option of the Chief of Police, be scheduled for light-duty assignment either on his regularly scheduled shift or on day shift, Monday through Friday. The Police Chief will assign the specific light duty activities consistent with the Light Assignment Duties Certification. The injured employee will not count toward minimum manning until returned to full duty. Light duty assignment will be available during the period of on duty injury leave and extension when granted by the Medical Review Board.

E) The employee shall be permitted to schedule physical therapy appointments and to carry-out physical therapy workouts at the Police Station while on the light duty assignment. Scheduling such therapy rehabilitation activities shall be coordinated with the Police Chief.

F) While on light-duty status the employee may take or bank scheduled holiday or vacation time that occurs during the period of light-duty assignment. Use of such vacation time shall cause the 270-day on duty injury leave period to be extended by a number of days equal to the number of vacation days but not to exceed one week. Vacation time taken in excess of one week shall count as part of the 270-day on duty injury leave period.

G) Failure of the Employee to accept the light-duty status on the date specified will cause the on-duty injury leave to terminate. Injury leave subsequent to such refusal to accept a light-duty assignment will be charged against the Employee's accrued personal leave time except the order in which this time will be charged will be at the Employee's preference. (Note: this means that the Employee may designate his accumulated sick time be charged before his vacation, holiday or comp time leave is charged, as an example.)

H) While on light-duty assignment the Employee may be employed by an employer other than the City, provided such employment is consistent with his/her medical certification and provided such light-duty assignment does not exceed thirty (30)

calendar days. If such light-duty assignment exceeds thirty (30) calendar days, Section 6 of the On Duty Injury Leave Article shall apply.

### **PROBATIONARY PERIOD**

**19.01** Any Police Department employee upgraded to a higher rank pursuant to the rules and regulations of the City shall serve a probation period of six months from the effective date of the upgrade. During the probationary period, reduction to the employee's original rank shall not be subject to arbitration.

### **SENIORITY**

**20.01** Only regular full-time employees of the Police Department shall have seniority. A new employee shall have no seniority during the employment probationary period set forth in Section 19.01 of this Agreement, but upon completion of the probationary period set forth in Section 19.01, seniority shall be retroactive to the employee's last date of hire. Employees with the same employment date shall be assigned to the seniority list in the order of their ranking on the Civil Service Eligibility List.

**20.02** Seniority for preference purposes, including but not limited to shift preference, days off preference and holiday preference, shall mean an employee's uninterrupted length of continuous service with the City as a sworn police officer for those officers promoted to their current rank. Employees promoted or demoted will receive seniority for the above-mentioned preference purposes based on "time in grade". "Demoted" includes involuntary or requested demotions. "Time in grade" is the length of uninterrupted time an employee spends in any given rank. Time in an employee's rank is not considered interrupted if an employee is demoted prior to completing the probationary period described in 19.02. Seniority for purposes of benefit entitlement, including but not limited to length of vacation, vacation preference and longevity pay, shall mean an employee's uninterrupted length of continuous service with the City. Seniority for the purposes of job protection entitlement, including but not limited to layoff and recall, shall mean an employee's uninterrupted length of service with the City as a sworn police officer.

**20.03** Continuous service and seniority shall be broken when an employee:

- A. Quits, resigns or retires;
- B. Is discharged for just cause;
- C. Is laid-off for twenty-four (24) consecutive months except that employees with five (5) or more years of seniority at the time of lay-off will have their continuous service and seniority broken if laid off for thirty-six (36) consecutive months.

- D. Fails to report to work within ten (10) calendar days when recalled from lay-off by certified mail addressed to the employee's last known address as shown on City records.

### **PERSONNEL LAY-OFF AND RECALL**

**21.01** When it becomes necessary in the Police Department, through lack of work or funds, or for causes other than those outlined in Section 124.37 of the Revised Code, to reduce the force in such department, the youngest employee in point of service shall be first laid off. Such reduction in force shall not occur unless and until all part-time, seasonal, auxiliary and temporary police officers have been laid off. In the event full-time police officers are subject to layoff, no part-time, seasonal, auxiliary officers and temporary police officers shall be re-called until such time as all laid off full-time police officers have been offered re-employment and/or re-hired. During the time period of such layoff of part-time, auxiliary, seasonal and temporary police officers, members of the bargaining unit agree to perform the duties of such laid off non-bargaining unit officers as part of regular duty hours at their straight time hourly rate; unless work conditions require overtime compensation, as approved by the Police Chief or his designee. If lay off(s) of a member of the bargaining unit becomes necessary, the City agrees that no funds will be used for any auxiliary police expenditures, including but not limited to pay, until such time the member is called back and reinstated. Should a position in the Police Department once abolished or made unnecessary be found necessary to be recreated or re-established within two (2) years from the date of abolishment, or should a vacancy occur through death, resignation, or any other position or layoff, the oldest employee in point of service of those laid off shall be entitled to the position, providing he/she was, at the date of his/her separation, a regular and permanent employee; however, in the event that the oldest employee in point in service of those laid off had five (5) or more years of seniority at the time of his/her separation, said oldest employee shall be entitled to the position for a period of three (3) years from the date when abolishment or vacancy occurs.

### **DISCIPLINE**

**22.01** The City reserves the right to discipline for just cause. Any disciplinary measure involving suspension or discharge from employment are subject to the grievance procedure set forth in this agreement beginning at Step 2. Any written reprimands or warnings will be subject to the grievance procedure as contained 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. Where practicable, notices of hearings/interviews will be given at the workplace.

**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.

**22.03** Any record of a complaint against an employee that is determined to be groundless within thirty (30) days will be removed from the employee's personnel file but will be maintained in a separate location.

**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 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.

**22.05** The City will provide an employee with a copy of any citizen's complaint within five (5) business days of its receipt by the Chief, provided however, the City may refrain from turning over such report in the event that the disciplinary incident is also the subject of a pending criminal charge. Complaints made by a civilian that are not in writing and result in disciplinary action against the employee shall be put in writing by a supervisor. All unfounded civilian complaints shall be kept in a file separate from the employee's personnel file. The City will provide a complete copy of the investigation to the affected employee, at no cost, upon the investigation's completion unless the investigation contains an element of criminal conduct in regard to the affected employee.

### **GRIEVANCE PROCEDURE**

**23.01** A grievance is a dispute or controversy arising between the parties concerning the interpretation or application of some specific and express written provision of the agreement. The Union and its representatives shall have the right to present 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 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.

Informal Step. An employee who has a grievance may discuss it informally with his/her immediate supervisor, either alone or accompanied by his/her Union representative

Step 1. If a grievance is not satisfactorily settled at the Informal Step, the grievance shall be reduced to writing and signed by the grievant and submitted to the Chief of the Police Department within 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 facts upon which it is based, the date and time of 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 ten (10) days after the receipt of the grievance.

Step 2. If the grievance is not satisfactorily settled in Step 1, the Union may appeal in writing to the Mayor within ten (10) days after the Step 1 response. The Mayor, together with such representatives of the City as the Mayor deems appropriate, shall then meet with a representative or representatives of the Union and the grievant to consider the grievance. The Mayor will answer the grievance in writing within ten (10) days following completion of the Step 2 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. If the grievance is not satisfactorily settled in Step 2 or grievance mediation, the Union may appeal the grievance within thirty (30) days by filing a demand in writing with the City to submit the matter to final and binding arbitration. The parties will select an arbitrator from the following 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 presented in 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 Union in accordance with the provisions of this Agreement.

### **LABOR/MANAGEMENT**

**24.01** In the interest of sound labor/management relations, it is hereby established a labor/management committee consisting of not more than three (3) employee representatives of the union. The names of the representatives so selected shall be certified in writing to the Chief of Police and the City. Unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the Chief and/or other City representatives shall meet with the labor/management committee to discuss pending problems and to promote a more harmonious labor/management relationship. Neither party shall have the right to be accompanied by an attorney unless agreed otherwise.

**24.02** An agenda will be furnished at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting, and the names of those union representatives who will be attending. The purpose of such meetings shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the union of changes made by the Chief which affect bargaining unit members of the union;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties.
- E. Discuss ways to increase productivity and improve efficiency;
- F. To consider and discuss health and safety matters relating to employees; and
- G. To consider recommendation for changes from the union in the Standard Operating Procedure, Rules and Regulations.

**24.03** It is further agreed that, if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

**24.04** Employee representatives who are scheduled to be at work during the time of this meeting shall receive no loss of pay. It is further agreed that any employee on duty may be required to return to work if an emergency arises during this meeting.

### **LEGALITY**

**25.01** It is the intent of the City and the Union that this Agreement comply, in every respect, with applicable legal statutes, and charter requirements, and if it is determined that any provision of this Agreement is in conflict with law, that provision shall be null and void and shall not affect the validity of the remaining paragraphs of the Agreement. In the event of an unlawful determination, the City and the Union shall meet within thirty (30) days for the purpose of negotiating a lawful provision.

### **DURATION**

**26.01** This Agreement shall become effective on the 1<sup>st</sup> day of January, 2021 and shall continue in full force and effect until midnight, December 31, 2021, 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.

### **DRUG/ALCOHOL TESTING**

**27.01** The City and Union have agreed on a drug/alcohol policy, a copy of which is attached hereto as Exhibit C and incorporated by reference.

### **RETIREMENT**

**28.01** Any member who retires from the Department after twenty (20) years of continuous service will be entitled to receive his/her badge, suitably mounted on a plaque, provided to him/her at City expense. Such member shall also be entitled to his/her service weapon; provided, however, if the Chief of Police has a reasonable basis, he/she may withhold permission for such member to be given his/her service weapon.

### **PART-TIME WORK**

**29.01** When part-time law enforcement related work becomes available, it will be offered to regular full-time police officers through the Department's designated "Part-Time Work Committee". Any City official of whom information is requested about this type of employment shall, without further comment about wages and working conditions,



advise those inquiring to contact a member of the “Part-Time Work Committee” at the Police Department. When any of the part-time law enforcement related work cannot be filled by regular full-time officers of the Parma Heights Police Department, the work shall be offered to the Parma Heights Auxiliary Police first, through the “Part-Time Work Committee”, before it is offered to any outside agency.

### **SUPERVISION OF PATROL SHIFTS AND THE INVESTIGATIVE UNIT**

**30.01 (a)(1)** A Sergeant shall be assigned to and responsible for supervising patrol shifts and a Sergeant shall be assigned to and responsible for supervising the Investigative Unit. If no Sergeant or Captain is scheduled to supervise the Investigative Unit, then the scheduled Uniform Patrol Sergeant may supervise the unit, provided there are two (2) Sergeants working in Uniform Patrol. If no other Uniform Patrol Sergeant is scheduled to work, then reasonable attempts must be made to call-in a sergeant, and if no sergeants, then a captain, prior to allowing a Detective/Patrolman, Executive Officer, or the Chief to supervise the Investigative Unit. If there is no Sergeant supervising the investigative unit for more than four (4) consecutive weekdays, reasonable attempts will be made to call in a Sergeant.

(2) If no Uniform Patrol Sergeant is available to cover a patrol shift vacancy, then the supervision of said patrol shift shall be undertaken by any other Sergeant, and if no Sergeant is available, then a Captain. (Captain, as used in this section, shall be a bargaining unit member holding the rank of Captain) If no Captain is available, or in the event of an emergency in which a Sergeant or Captain supervising a patrol shift or the Investigative Unit becomes incapacitated and reasonable attempts made to call a Sergeant or Captain into work are unsuccessful; then the senior Patrolman on duty, the Executive Officer, or the Chief may supervise the patrol shift. This section in no way limits or precludes the Chief or Executive Officer’s right to exercise supervisory authority, at their discretion, over patrol shifts and/or the Investigative Unit when a Sergeant or Captain is on duty as the shift supervisor pursuant to this section.

(b) At the discretion of departmental supervision, when an officer is scheduled to attend training from, three to five (5), eight (8) hour days in a week, then for that week, the officer will work five (5) eight (8) hour days. Officers who are assigned to work ten (10) hour days in uniform patrol will be assigned to one of the following regular schedules: 0600 hrs to 1600 hrs., 1400 hrs. to 0000 hrs., or 2200 hrs. to 0800 hrs.

### **BARGAINING UNIT WORK/SUCCESSORSHIP**

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

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

**IN WITNESS WHEREOF**, The parties hereto have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2021 .

CITY OF PARMA HEIGHTS

OHIO PATROLMEN'S BENEVOLENT  
ASSOCIATION, INC.

\_\_\_\_\_  
MICHAEL BYRNE, MAYOR

City of Parma Heights

I HEREBY APPROVE THE WITHIN  
INSTRUMENT AS TO LEGAL FORM  
AND CORRECTNESS.

\_\_\_\_\_  
DIRECTOR OF LAW

FINANCE COMMITTEE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

EXHIBIT "A"  
All Items are as specified by Department

SAFETY EQUIPMENT:

1. Vest and Vest Holder
2. Rain Coat and Hat Cover
3. Handcuffs
4. Service Pistol (one per officer with three (3) magazines
5. Certified Electrical Weapon
6. Impact Weapon
7. CPR Mask
8. Firearms Range Ear Protection
9. Firearms Range Eye Protection
10. Reflective Traffic Vest

LEATHER GOODS:

1. Garrison (Sam Browne) Belt
2. Holster – Security Type
3. Handcuff Case
4. Belt Keepers (4)
5. Key Holder
6. Under-belt
7. Radio Holder
8. Certified Electrical Weapon Holder
9. Impact Weapon Holder
10. Double Magazine Pouch

CLOTH GOODS:

1. Shirts – 3 short sleeve, 3 long sleeve, 1 class "A" long sleeve
2. Pants – 3 duty pair, 1 class "A"

3. Blouse – 1
4. Cap - 1
5. Tie – 1
6. Tie Bar – 1
7. Winter Watch Cap – 1
8. Polo Shirt – 1
9. Badge – 2
10. Name Tag – 1
11. Duty Footwear
12. Duty-type Jacket (either water repellent with removable liner suitable for use in cold or moderate temperatures, or one lightweight and one cold weather jacket).
13. Mourning Band
14. Ticket Book Holder
15. Report Form Holder

## **EXHIBIT “B”**

### **PARMA HEIGHTS POLICY FOR IMPLEMENTATION OF DRUG/ALCOHOL TESTING**

#### **PURPOSE**

The purpose of the policy is to provide Members of the Ohio Patrolman’s Benevolent Association (OPBA) Sergeants/Captains with the City of Parma Heights’ position regarding alcohol and drug usage situations. The intention of the City is to provide a safer work environment, to improve an employee’s health and job performance when affected by the abuse of alcohol or drugs, and to provide guidelines for the consistent handling of alcohol and drug related situations throughout the City of Parma Heights. From this point forward, the City of Parma Heights shall be known as “the City” and the members of the OPBA Sergeants/Captains Local shall be known as “Employees”.

#### **POLICY**

##### **1. Use of Alcohol and Drugs**

- a. Employees shall not possess, while on duty, any unsealed receptacle containing an alcoholic beverage nor shall any employee sell or use an alcoholic beverage while on duty, except that police officers may do so in the performance of police duty.
- b. Employees shall not possess, sell or use illegal drugs nor abuse prescription drugs at any time, provided that members of the Police Department may be in the possession of illegal drugs while on duty if such possession is incidental to their official duty.
- c. Employees shall not work or report to work under the influence of alcohol or illegal drugs, nor under the influence of prescription drugs except as provided in Item 1(d) below.
- d. Employees must report in writing to their supervisors when they are experiencing a reaction to a prescription or over-the-counter drug which may affect their ability to do their job. The purpose of this report is to protect workers while taking medication from being wrongfully suspected of using illegal prescription drugs.
- e. Possession of drugs and/or open containers of alcohol in the workplace by an employee, outside the scope of their employment, or being under the influence of alcohol as defined in Item 3 (I), or under the influence of an illegal drug during working hours constitutes grounds for immediate disciplinary action.

## **2. Drug Dependency Treatment**

- a. Employees are urged to request assistance with any drug or alcohol problem before disciplinary action is necessary. If an employee advises the City of a drug/alcohol problem, the employee will be urged to receive counseling and, if necessary, will be permitted to take a leave of absence not to exceed six (6) months from the last day of work in order to receive the recommended treatment. If so, the leave provisions of Item 4 will apply. However, a drug/alcohol related problem will not excuse any violation of City rules.
- b. Alcoholism and chemical dependencies are treatable. Employees covered by City sponsored health insurance have limited coverage for treatment of alcoholism and chemical dependency. Any costs associated with treatment that are not covered by insurance will be the responsibility of the employee.
- c. Covered employees will be entitled to utilize the Employee Assistance Program (EAP), Synopsis attached which is Exhibit "C", at no cost to the Employee. Employees may utilize the EAP pursuant to Item 2 (a) and may utilize the EAP as part of its response to a positive test result.

## **3. Testing Procedure**

- a. Drug and/or alcohol screens will be conducted in the following instances:

Drug and/or alcohol screens shall be required of all potential employees. The City does not hire applicants who test positive because being under the influence of drugs or alcohol is likely to affect job performance.

All applicants shall be informed in writing of the City's substance abuse policy and substance abuse screening procedure. This information will include:

- i. A request to sign the "informed consent" form for substance abuse testing, which includes notice that the results of the testing will be provided to the City.
  - ii. Notice that failure to consent to the test will result in the remainder of the pre-employment examination not being completed and rejection of the applicant.
- b. When, in the opinion of the supervisor, as corroborated by a non-supervisory employee, there is reasonable suspicion that an employee is using or possessing illegal drugs or alcohol or is abusing a prescription drug at work or is working or reporting to work under the influence of illegal drugs, alcohol, or an abused prescription drug, that employee will be required to consent to a drug and/or alcohol test immediately. Employees that purposely make false accusations in

reference to violation of this policy shall be subject to appropriate disciplinary action.

All members of the bargaining unit shall receive proper training on the correct procedures to ascertain when probable cause exists.

- c. Emergency alcohol testing will be performed at the testing facility using medically accepted methods of analyzing urine specimens or administering a Breath Alcohol Test.

If a breath alcohol test is at or about acceptable limits defined in Item 3 (I), the Employee may request to a breath alcohol test taken at the Parma Heights Police Department or another law enforcement agency using standard procedure in the collection of this specimen. Split samples will be provided for urine in the event that an employee tests positive. This is done so that a second test may be given at a separate facility if requested by the Employee.

- d. Any time an employee is requested to take a drug and/or alcohol test, the employee will be required to sign an authorization form permitting the testing facility to conduct the test and release the results to the Medical Review Physician. Refusal to sign the authorization form or to submit immediately to a requested drug/alcohol test will be considered insubordination and will subject the employee to appropriate disciplinary actions, as long as disciplinary action is initiated within five (5) working days of the refusal. It is anticipated that any alcohol and/or drug tests will be performed by the testing facility. Each employee has the right to have his/her own additional tests taken at his/her expense, except that if the employee is determined not to have violated this policy, the City will reimburse the Employee for the cost of those test(s).
- e. Testing for alcohol and/or drugs will also occur in the following situations:
  - i. When the testing is performed as part of a follow up to counseling or rehabilitation for alcohol or drug abuse.
  - ii. When an employee volunteers to be tested.
  - iii. If there is probable cause to believe that an employee is under the influence of alcohol/drugs.
- f. All drug screen samples will be taken and tested according to NIDA procedures and standards at a licensed accredited medical facility, sealed, and properly identified. Testing will be conducted by a certified laboratory and test results will be treated confidentially. Results will be distributed only on a need-to-know basis to the extent necessary to protect a legitimate interest of the City.

- g. Positive drug screen results will be confirmed by Gas Chromatography/Mass Spectrometry (GC/MS) or another medically accepted testing method.
- h. Drugs being screened in accordance with NIDA standards will include these related drugs:

<b>Drug Name Street Name</b>	<b>Initial Screening</b>	<b>Conformation (GCMS)</b>
Amphetamines (uppers, bennies, speed, etc.)	1000 ng/ml	500 ng/ml
Cocaine (snow, crack, flake, coke, etc.)	300 ng/ml	150 ng/ml
Opiates (heroin, codeine, methadone, smack)	300 ng/ml	300 ng/ml
Cannabinoids (marijuana, hashish, THC, etc.)	50 ng/ml	15 ng/ml
Phencyclidine (PCP, angel dust)	25 ng/ml	25 ng/ml

- i. The acceptable tolerance level for Blood Alcohol Concentration (BAC) for all full-time as well as part-time members of this bargaining unit, shall be less than 0.04 for all positions. The tolerance level shall be determined by the normal testing procedures conducted by the contracted hospital, or in accordance with Section 3 (c).
- j. Removed.
- k. The employee will receive a copy of any test(s) results required by this policy, whether or not there is a positive test result(s).
- l. The laboratory will advise the employee and the Medical Review Physician of any positive results. The results of a positive drug or alcohol test can only be released to the City by the Medical Review Physician once he/she has completed a review and analysis of the laboratory’s test. The City will be required to keep the results confidential, and it shall not be released to the public.

**4. Rehabilitation and Counseling**

- a. Any positive test results (except for acceptable limits of alcohol or if a test is positive for a drug that is prescription with corroborating physician’s note) will result in the employee being relieved from duty, pending a disciplinary hearing to be held within five (5) working days of the City receiving the positive test results.
- b. In the case of a positive test result, the employee shall seek professional help for a drug/alcohol related problem. If the treatment requires that the employee not work for a specific period of time, the employee will be considered on leave of absence as provided for in 4 (c) herein. This leave may be conditional upon



receipt of reports that the employee is cooperating and making reasonable progress in the treatment program. In addition, this leave is conditioned upon employee entering an appropriate treatment program as soon as possible.

- c. Within forty-five (45) days of entering the treatment program, the employee must provide satisfactory medical evidence that he/she has completed the requirements of the program and must pass another drug/alcohol screen provided by the City. This time limit can be extended only based on medical or scientific evidence that a longer time is justified. No period longer than six (6) months total from the date of the original positive test result will be permitted. Failure to meet these conditions will result in termination of employment. Accrued sick leave up to a maximum of six (6) months, and accrued vacation may be used for this leave. Otherwise, this leave will be unpaid.

Treatment programs acceptable to the City under this policy are those provided by facilities that are accredited by the Joint Commission on the Accreditation of Hospitals and/or licensed through an appropriate state licensing agency.

- d. The City will require written verification that an employee is participating in or has completed a treatment program.
- e. Any employee who has returned to work is subject to re-testing as otherwise provided in this policy, and if he/she fails the re-test, shall be discharged. As a condition of being allowed to return to employment, an employee will be required to submit to six (6) unannounced drug/alcohol tests for a period up to one year after returning to work.

## **5. Disciplinary Action**

- a. Any employee who is in possession of an open or unsealed receptacle containing an alcoholic beverage or sells or uses alcohol while on the job shall be subject to appropriate disciplinary action, except members of the Police Department may be in the possession of or use alcoholic beverages while on duty performing official duties in the scope of their employment with the consent of a commanding officer.
- b. Any employee who is in the possession of, sells, transfers or uses illegal drugs, while on duty, or sells prescription drugs at any time shall be subject to immediate discharge; provided, however, that members of the Police Department may be in the possession of illegal drugs while on duty if such possession is incidental to their official duty and is done with the consent of a commanding officer.
- c. Any employee who works or reports to work under the influence of alcohol as defined, or illegal drugs shall be immediately relieved from duty by the Officer in Charge (OIC) until a disciplinary hearing is heard within at least five (5) working days of the City's notification of this violation of policy. This includes prescribed and over-the-counter drugs not reported to a supervisor as required by Paragraph 1 (d) above. The type and severity of discipline will depend on all the

circumstances, including nature of substance, employees' explanation, and willingness to enter a rehabilitation program if treatment is appropriate.

- d. Refusal to sign the authorization form associated with a drug/alcohol test or refusal to take a requested drug/alcohol test immediately is considered insubordination and shall be subject to appropriate disciplinary action.
- e. Anyone involved in the trafficking or possession of illegal drugs or prescription drugs, whether on or off City premises, and not within the scope of duty will be subject to appropriate disciplinary action.

## **6. Appeal**

- a. The employee will have the opportunity to discuss the positive test results as defined in Section 4 (a), with the City and Medical Review Officer, and may be represented by counsel of his choosing. Included in such affirmative defenses would be claims of legitimate prescription use or over the counter medications as long as used according to instructions related to dosage. The employee may also submit results of any other tests the employee may have relevant to any positive test(s) result(s).
- b. Any employee may appeal action taken by the City under this policy through the appropriate grievance procedure and/or sanctioned by the City Charter or Statute.

## **7. Record Keeping**

- a. The Personnel Department will maintain records in accordance with the following criteria.
- b. All records will be separated by City department.
- c. The Personnel Department will maintain confidential records of individual test results for a period of five (5) years. The City and the Personnel Director will assume responsibility for this confidentiality.
- d. The Personnel Department will maintain an annual summary of the records related to testing and which shall include the following information:
  - i. The total number of drug tests administered;
  - ii. The number of drug tests administered in each category (i.e., pre-employment, periodic, reasonable cause);
  - iii. The total number of individuals who did not pass a drug test;

- iv. The total number of individuals who did not pass a drug test by testing category;
- v. The disposition of each individual who did not pass a drug test;
- vi. The number of drug tests performed by a laboratory that indicated evidence of a prohibited prescription drug or metabolite in the screening test in a sufficient quantity to warrant a confirmatory test;
- vii. The number of drug tests performed by a laboratory that indicated evidence of a prohibited prescription drug or metabolite in the confirmatory test in a sufficient quantity to be reported as a “positive” finding to the medical review officer;
- viii. The number of drug tests performed by a laboratory that indicated evidence of a prohibited prescription drug or metabolite in the confirmatory test in a sufficient quantity to be reported as a “positive” finding by substance category (e.g., marijuana, cocaine, opium, PCP or amphetamine).

## **Drug Policy Glossary**

### **BAC**

Blood Alcohol Concentration. Ratio of blood to alcohol.

### **The City**

The employer, the City of Parma Heights.

### **Controlled Substance**

Any drug compound, mixture, preparation or substance included in Schedule I, II, III, IV, and V of Section 3719.41 of the Ohio Revised Code.

### **Employee**

Any full-time or part-time employee of the City other than, elected officials or those officials specifically appointed to boards or commissions.

### **Illegal Drugs**

Any drug compound, mixture, preparation or substance included in Schedule I, II, III, IV, and V of Section 3719.41 of the Ohio Revised Code.

### **Informed Consent**

This is the signed consent of the employee to authorize the City, or an agent of the City, to collect a breath, urine or blood sample for the purpose of laboratory analysis to detect the presence of drugs. This consent must include an explanation of the drug testing procedure along with its implications. Included in this consent will be employee medical information that could be pertinent to the outcome of a drug test.

### **Gas Chromatography/Mass Spectrometry (GC/MS)**

A means of screening and then confirming the presence of controlled substances in the bodily fluids of an individual.

### **Medical Review Physician**

(MRP) a.k.a. Medical Review Officer (MRO) shall be chosen and agreed upon between the union and the City and must be a licensed physician with knowledge of substance abuse and addiction disorders. The Medical Review Physician shall be familiar with the characteristics of drug tests and the laboratories running the tests. The role of the Medical Review Physician will be to review and interpret the positive test results. The MRP will examine alternative medical explanations for any positive test results. This action shall include a medical interview with the affected employee and review of the employee's medication history. The MRP will be certified by either the American Association of Medical Review Officers or the American College of Occupational and Environmental Medicine.

**Metabolite**

A substance essential to metabolic process. (Steroids, Hormones, etc.)

**Metro Health Medical Center**

An accredited medical facility or hospital where the City of Parma Heights requires all emergency drug testing to take place.

**OPBA**

The Ohio Patrolman's Benevolent Association (OPBA) is the local bargaining unit for the Sergeants and Captains, Patrolman and Dispatchers/Matrons employed by the City of Parma Heights.

**Outside Agency**

Any hospital, clinic, lab or medical center that has the ability to test for presence of drugs in an individual. This outside agency must follow all federal, state and local laws regarding the testing of employees for drugs.

**Over-The-Counter Drugs**

Any drug or drug product that does not require a physician's prescription for possession. (Aspirin, mild cough syrup, cough drops, eye drops, etc.)

**Prescription Drugs**

Any drug or drug product that requires a physician's prescription for possession and use.

**Reasonable Suspicion**

A suspicion based on the totality of circumstances that an employee is under the influence of alcohol or drugs. Such circumstances may include (but are not limited to) the following:

1. Observable Phenomena such as the direct observation of drug possession or use, and/or the physical symptoms of being under the influence of a drug or alcohol.
2. A pattern of abnormal or erratic behavior.
3. Information provided either by reliable and credible sources.

**Rehabilitation/Counseling**

A program designed for the evaluation and treatment of one who abuses drugs and/or alcohol.

**Safety Sensitive Position**

A Safety Sensitive position involves an employee who is performing the task of: driving a vehicle or piece of equipment, running a motorized piece of equipment, administering drugs, administering first aid, performing the job of paramedic or emergency medical technician, using firearms, using explosives, climbing ladders, performing work in elevated areas where railing is not present or where the supervisor or OIC (officer in charge) feels that it is in the best interest of the employee in question that he/she not be performing that task.

**Supervisor**

An employee having authority to hire, direct, assign, promote, reward, layoff, recall, suspend, discipline, or remove other employees, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature, but requires the consistent exercise of independent judgment.

**Tolerance Level**

A BAC or GC/MS level above which an employee is deemed to be under the influence of alcohol or drugs.

**Trafficking**

A person who knowingly by force, threat or deception, administers to another or induces another or causes another to use a controlled substance or causes another to become drug dependent.

## **EXHIBIT “C”**

### **Employee Assistance Program (EAP)**

EAP programs are normally 24-hour hot lines where employees and their family members can call counselors to deal with stress related problems. Many companies provide EAP programs through mental health providers because they feel that they can eliminate stress at work. If stress is eliminated at work, drug abuse, work related accidents and employee morale can be dramatically affected in a positive way. If an employee can contact a third party that is not associated with its company or labor local, employees feel more comfortable about presenting their problems to this third party and possibly finding solutions to them. Examples of these stress related problems may be alcoholism, drug abuse, divorce, financial problems, etc. Municipalities that are currently using EAP programs are Garfield Heights, Maple Heights, Cuyahoga County Engineers, City of Bedford, City of Shaker Heights and the City of Parma. Companies that currently use EAP programs are Dow Chemical, BCBS of Ohio, BF Goodrich, Ford Motors and General Motors.

Most of Employee Assistance Programs include the following Key Features:

- Confidentiality
  - Assists the employee in managing Life Changes involving: Alcohol or drug problems, Family or marital relationships, Death in a family, Emotional or psychological adjustment, legal or financial problems, relocation, retirement, raising children or the birth of a child.
  - 24 Hour Access anywhere within the continental U.S. and Canada.
  - Information Referral Services, Professional Counseling Services, Crisis Intervention and Management Consultation
  - Family and Dependents eligible
  - Unlimited Telephone Counseling
  - Access to high quality network of professional counselors with masters and Ph.D. levels.
  - Evening and weekends availability for appointments
  - Monthly original articles for in-house communications
  - Quarterly Wellness Seminars
  - Follow-up to monitor treatment outcome and satisfaction
  - References Manual
  - Human Resources Supervisor and employee orientation training
- Coordination with Employer Health Care benefit plans.

Marymount Hospital’s “Concern” EAP was the program that both the City of Parma Heights and the OPBA Sergeants and Captains local agreed to as their choice.

- Concern – Marymount Hospital  
Bob Hoopingarner 216-663-3287  
Features above plus (1-10) Prepaid Assessments
- Attached you will find a brief description of that program

**EXHIBIT “D”**

**CITY OF PARMA HEIGHTS  
MEDICAL MUTUAL OF OHIO BENEFIT PLAN**

(TO BE INSERTED SEPERATELY)



# City of Parma Heights Benefit Highlights Dental

Dependent Age Limit	23 <sup>rd</sup> Birthday
Deductible	\$50 single/\$150 family
Annual Maximum	\$1,000

**PREVENTIVE SERVICES**

Preventive Services (not subject to deductible)	100%
Oral Exams	Two exams per benefit period
Bite-Wing X-ray	Two per benefit period
Full-mouth X-rays	One every 36 months
Topical Fluoride Treatment	One per benefit period per Eligible dependent under age 19
Prophylaxis	Two per benefit period
Emergency palliative treatments	
Lab Exams and Tests	
Sealants	To age 14, once per 18
months,	posterior teeth only

**COMPLEX SERVICES**

Complex Services (subject to deductible)	60%
Inlays and Onlays	Once every five years per
tooth	
Crowns	Once every five years per
tooth	
Dentures	Once every five years
Prosthetics (fixed)	Once every five years per
unit	

**ESSENTIAL SERVICES**

Essential Services (subject to deductible)	80%
Restorations	
Endodontics	
Periodontal Maintenance	
Periodontal Prophylaxis	

\*\* Please refer to your benefit certificate booklet for a complete description of all covered benefits and exclusions. \*\*

**MEMORANDUM OF UNDERSTANDING**  
**ME-TOO AGREEMENT**

During the negotiations that preceded this Agreement, the City agrees that if it reaches an agreement on any economic issues or any non-economic issues with any other Unions that have a collective bargaining agreement with the City, that the OPBA may elect to incorporate that agreement into this Agreement. It is further agreed that this “Me-Too Agreement” will not apply to any provision awarded by a Conciliator under Revised Code §4117.14.

**RESOLUTION NO. 2021 – DRAFT**

**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE MATERIAL TERMS OF THE ONE OHIO SUBDIVISION SETTLEMENT PURSUANT TO THE ONE OHIO MEMORANDUM OF UNDERSTANDING AND CONSISTENT WITH THE TERMS OF THE JULY 21, 2021 NATIONAL OPIOID SETTLEMENT AGREEMENT, AND DECLARING AN EMERGENCY**

WHEREAS, the City of Parma Heights, Ohio (herein “Municipality”) which is formed and organized pursuant to the Constitution and laws of the State of Ohio; and

WHEREAS, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and

WHEREAS, the State of Ohio, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and

WHEREAS, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio; and

WHEREAS, the State and its Local Governments, subject to completing formal documents effectuating the Parties Agreements, have drafted and the City of Parma Heights has adopted, and hereby reaffirms its adoption of, a OneOhio Memorandum of Understanding (“MOU”) (“Ex. A) relating to the allocation and the use of the proceeds of any potential settlements described; and

WHEREAS, the MOU has been collaboratively drafted to maintain all individual claims while allowing the State and Local Governments to cooperate in exploring all possible means of resolution; and

WHEREAS, the Administration and the Council understand that an additional purpose of the MOU is to create an effective means of distributing any potential settlement funds obtained under the MOU between the State of Ohio and Local Governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Ohio, as well as to permit collaboration and explore potentially effectuation earlier resolution of the Opioid Litigation against Opioid Pharmaceutical Supply Chain Participants; and

WHEREAS, nothing in the MOU binds any party to a specific outcome, but rather, any resolution under the MOU requires acceptance by the State of Ohio and the Local Governments; and

WHEREAS a settlement proposal is being presented to the State of Ohio and Local Governments by distributors AmerisourceBergen, Cardinal, and McKesson (collectively the “Settling Distributors”) to resolve governmental entity claims in the State of Ohio using the structure of the

OneOhio MOU and consistent with the material terms of the July 21, 2021 proposed National Opioid Distributor Settlement Agreement; and

WHEREAS, the Administration and Council wish to agree to the material terms of the proposed National Opioid Distributor Settlement Agreement with the Settling Distributors (the “Proposed Settlement”):

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

Section 1. The Mayor is authorized to execute the OneOhio Subdivision Participation Form, substantially in the form attached hereto as Exhibit B and made a part hereof by reference, as if fully rewritten, and as approved by the Director of Law.

Section 2. This Council finds and determines that all formal action of this Council concerning and relating to the adoption of this Resolution 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 3. This Council declares the Resolution to be an emergency measure for the immediate preservation of the public health, peace and safety of this municipality and for the further reason that the final deadline for executing and returning the OneOhio Subdivision Participation Form is August 13, 2021; wherefore, it shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_

CLERK OF COUNCIL

\_\_\_\_\_  
APPROVED

FILED WITH  
THE MAYOR: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

OneOhio Exhibit B

ORANGE TOWNSHIP	ASHLAND COUNTY	36300301000000	Other	0.0005%
ORANGE TOWNSHIP	CARROLL COUNTY	36301001000000	Other	0.0004%
ORANGE TOWNSHIP	DELAWARE COUNTY	36302101100000	Other	0.0532%
ORANGE TOWNSHIP	MEIGS COUNTY	36305300700000	Other	0.0003%
ORANGE TOWNSHIP	SHELBY COUNTY	36307500900000	Other	0.0012%
Orange village	CUYAHOGA COUNTY	36201804000000	Other	0.0100%
Orangeville village	TRUMBULL COUNTY	36207800700000	Other	0.0005%
Oregon city	LUCAS COUNTY	36204850100000	Other	0.0937%
Orrville city	WAYNE COUNTY	36208501000000	Other	0.0090%
ORWELL TOWNSHIP	ASHTABULA COUNTY	36300401700000	Other	0.0005%
Orwell village	ASHTABULA COUNTY	36200400900000	Other	0.0055%
Osgood village	DARKE COUNTY	36201901200000	Other	0.0001%
OSNABURG TOWNSHIP	STARK COUNTY	36307600900000	Other	0.0018%
Ostrander village	DELAWARE COUNTY	36202100400000	Other	0.0001%
OTTAWA COUNTY	OTTAWA COUNTY	36106206200000	County	0.2393%
Ottawa Hills village	LUCAS COUNTY	36204800500000	Other	0.0134%
Ottawa village	PUTNAM COUNTY	36206901200000	Other	0.0047%
Ottoville village	PUTNAM COUNTY	36206901300000	Other	0.0011%
Otway village	SCIOTO COUNTY	36207300200000	Other	0.0001%
Owensville village	CLERMONT COUNTY	36201301100000	Other	0.0009%
Oxford city	BUTLER COUNTY	36200900800000	Other	0.0795%
OXFORD TOWNSHIP	BUTLER COUNTY	36300900800000	Other	0.1102%
OXFORD TOWNSHIP	COSHOCTON COUNTY	36301601500000	Other	0.0002%
OXFORD TOWNSHIP	GUERNSEY COUNTY	36303001200000	Other	0.0001%
OXFORD TOWNSHIP	TUSCARAWAS COUNTY	36307901100000	Other	0.0001%
Painesville city	LAKE COUNTY	36204301000000	Other	0.0829%
PAINESVILLE TOWNSHIP	LAKE COUNTY	36304300600000	Other	0.0334%
PAINT TOWNSHIP	FAYETTE COUNTY	36302400700000	Other	0.0000%
PAINT TOWNSHIP	HIGHLAND COUNTY	36303601200000	Other	0.0003%
PAINT TOWNSHIP	HOLMES COUNTY	36303800800000	Other	0.0004%
PAINT TOWNSHIP	MADISON COUNTY	36304900800000	Other	0.0000%
PAINT TOWNSHIP	ROSS COUNTY	36307101100000	Other	0.0004%
PAINT TOWNSHIP	WAYNE COUNTY	36308501100000	Other	0.0002%
Palestine village	DARKE COUNTY	36201901300000	Other	0.0005%
PALMER TOWNSHIP	WASHINGTON COUNTY	36308401700000	Other	0.0001%
PALMYRA TOWNSHIP	PORTAGE COUNTY	36306701200000	Other	0.0008%
Pandora village	PUTNAM COUNTY	36206901400000	Other	0.0009%
PARIS TOWNSHIP	PORTAGE COUNTY	36306701300000	Other	0.0002%
PARIS TOWNSHIP	STARK COUNTY	36307601000000	Other	0.0010%
PARKMAN TOWNSHIP	GEAUGA COUNTY	36302801300000	Other	0.0009%
Parma city	CUYAHOGA COUNTY	36201804200000	Other	0.1543%
Parma Heights city	CUYAHOGA COUNTY	36201804300000	Other	0.0326%
Parral village	TUSCARAWAS COUNTY	36207901100000	Other	0.0000%
Pataskala city	LICKING COUNTY	36204501100000	Other	0.0174%
Patterson village	HARDIN COUNTY	36203300800000	Other	0.0001%
PAULDING COUNTY	PAULDING COUNTY	36106306300000	County	0.0840%
PAULDING TOWNSHIP	PAULDING COUNTY	36306301100000	Other	0.0002%
Paulding village	PAULDING COUNTY	36206300900000	Other	0.0017%
PAXTON TOWNSHIP	ROSS COUNTY	36307101200000	Other	0.0010%
Payne village	PAULDING COUNTY	36206301000000	Other	0.0006%
PEASE TOWNSHIP	BELMONT COUNTY	36300700600000	Other	0.0005%
PEBBLE TOWNSHIP	PIKE COUNTY	36306600800000	Other	0.0003%

OneOhio Exhibit B

**OneOhio Subdivision Participation Form**

Governmental Entity:	CITY OF PARMA HEIGHTS	State:	OHIO
Authorized Official:	MICHAEL P. BYRNE MAYOR		
Address 1:	6281 PEARL ROAD		
Address 2:			
City, State, Zip:	PARMA HEIGHTS, OHIO 44130		
Phone:	440 884 9600		
Email:	mayorbyrne@parmaheights.us		

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity consistent with the material terms of the National Settlement Agreement dated July 21, 2021 ("*National Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the material terms of the National Settlement Agreement Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the National Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate consistent with the material terms of the National Distributor Settlement and become a Participating Subdivision as provided therein pursuant to the terms of the final OneOhio Memorandum of Understanding dated July 28, 2021.
2. The Governmental Entity's election to participate is specifically conditioned on participation by 95% or more of the Litigating Subdivisions in Ohio. Should less than 95% of the Litigating Subdivisions in Ohio participate, this election shall be deemed void and no claims shall be released.
3. The Governmental Entity shall, prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
4. The Governmental Entity agrees to the material terms of the National Distributor Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the material terms of the National Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the material terms of the National Distributor Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the Madison County Court of Common Pleas where the Consent Judgment is filed for purposes limited to the court's role as provided in, and for resolving disputes to the extent provided in, the material terms of the National Distributor Settlement Agreement. If the National Distributor Settlement is finalized, the Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the National Distributor Settlement.
8. The Governmental Entity has the right to enforce the material terms of the National Distributor Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the material terms of the National Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the material terms of the National Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The material terms of National Distributor Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision consistent with the material terms of the National Distributor Settlement.
11. In connection with the releases provided for in the material terms of the National Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by

him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the material terms of the National Distributor Settlement.

12. Nothing herein is intended to modify in any way the terms of the material terms of the National Distributor Settlement to which Governmental Entity hereby agrees, with the exception of the requisite Litigating Government participation level. If the National Settlement becomes effective by July 1, 2022 its terms will supersede the terms of the Ohio Settlement Agreement and will control with regard to all provisions except for Dismissal of Claims as set forth in the Ohio Settlement Agreement. If it is not effective by July 1, 2022, the Ohio Specific Distributor Settlement will control. To the extent this Participation Form is interpreted differently from the Ohio Specific Distributor Settlement in any respect, the Ohio Specific Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity and have been afforded the opportunity to review this matter with counsel.

Signature: \_\_\_\_\_

Name: MICHAEL P. BYRNE

Title: MAYOR

Date: \_\_\_\_\_