

ORDINANCE NO. 02-03 AC CMS

AN ORDINANCE APPROVING AND RATIFYING AN AGREEMENT BETWEEN THE CITY OF OBERLIN, OHIO, AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (OPBA) AND DECLARING AN EMERGENCY

WHEREAS, the City of Oberlin, Ohio, and the Ohio Patrolmen's Benevolent Association (OPBA) have completed negotiations relating to wages, hours and other conditions of employment for certain Oberlin Municipal Employees; and

WHEREAS, the OPBA has ratified and approved said agreement.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the proposed agreement between the City of Oberlin, Ohio, and the Ohio Patrolmen's Benevolent Association (OPBA), on behalf of certain Municipal Employees, a copy being attached hereto, is hereby approved and ratified, and the City Manager is authorized and directed to execute same on behalf of the City of Oberlin.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio, to-wit:

"to ratify an agreed upon collective bargaining agreement as soon as possible to insure the daily operation of the City of Oberlin, Ohio",

and shall take effect immediately upon passage.

PASSED: 1st Reading - January 7, 2002 (E)
2nd Reading -
3rd Reading -

ATTEST:

Chrystal Howard
CLERK OF COUNCIL

William J. Snow
CHAIR OF COUNCIL

POSTED: January 8, 2002

EFFECTIVE DATE: January 8, 2002

COLLECTIVE BARGAINING AGREEMENT

between

CITY OF OBERLIN

and

OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION
(Part-Time Dispatchers)

EFFECTIVE: JANUARY 1, 2002
EXPIRES: DECEMBER 31, 2004

TABLE OF CONTENTS

PREAMBLE.....	3
ARTICLE 1 - RECOGNITION.....	3
ARTICLE 2 - DUES DEDUCTION	3
ARTICLE 3 - MAINTENANCE OF MEMBERSHIP	4
ARTICLE 4 - MANAGEMENT RIGHTS.....	5
ARTICLE 5 - EMPLOYEE RIGHTS	5
ARTICLE 6 - NO STRIKE / NO LOCKOUT	6
ARTICLE 7 - UNION REPRESENTATION	6
ARTICLE 8 - DISCIPLINE.....	7
ARTICLE 9 - GRIEVANCE PROCEDURE.....	7
ARTICLE 10 - NON-DISCRIMINATION.....	9
ARTICLE 11 - OBLIGATION TO NEGOTIATE	9
ARTICLE 12 - CONFORMITY TO LAW	10
ARTICLE 13 - OVERTIME PAY.,	10
ARTICLE 14 - OVERTIME / DOUBLE-BACK	10
ARTICLE 15 - HOLIDAY PAY	10
ARTICLE 16 - BENEFITS.	11
ARTICLE 17 - COMPENSATION.....	11
ARTICLE 18 - PROBATIONARY PERIOD.....	12
ARTICLE 19 - WAIVER IN CASE OF EMERGENCY.....	12
ARTICLE 20 - LABOR / MANAGEMENT MEETINGS	12
ARTICLE 21 - DRUG TESTING.....	13
ARTICLE 22 - UNIFORMS	13
ARTICLE 23 - BULLETIN BOARDS.....	13
ARTICLE 24 - DURATION OF AGREEMENT.....	14
SIGNATURE PAGE	15
LETTER OF UNDERSTANDING	16

PREAMBLE

Section 1. This agreement, entered into by the City of Oberlin, hereinafter referred to as the "Employer," and the Ohio Patrolmen's Benevolent Association or its successor in interest, hereinafter referred to as the "OPBA," has as its purpose the following:

To comply with the applicable requirements of Chapter 4117 of the Ohio Revised Code, to set forth the full and complete understandings and Agreements between the parties governing the wages, hours, terms and other conditions of employment for those Part time Non-Supervisory Dispatchers in the Employer's Police Department included in the bargaining unit as defined herein; and to provide a peaceful procedure for the resolution of differences in accordance with the grievance procedure contained herein.

ARTICLE I - RECOGNITION

Section 1.1 The Employer recognized the OPBA as the sole and exclusive representative for those employees of the Employer in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed as Part-time Non-Supervisory Dispatchers.

Section 1.2 Notwithstanding the provisions of this Article, management, confidential, professional, supervisory, casual, and all other employees shall not be included in the bargaining unit.

Section 1.3 All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

Section 1.4 The employer will furnish the OPBA a list of all employees in the included classification covered by this Agreement indicating their starting date of employment annually and supplement such list as new employees are hired.

ARTICLE 2 - DUES DEDUCTION

Section 2.1 The Employer agrees to deduct OPBA membership dues, fees and assessments in accordance with this Article for all employees eligible for membership in the bargaining unit upon the successful completion of their individual probationary periods, or 60 days from their date of employment whichever is less.

Section 2.2 The Employer agrees to deduct regular OPBA membership dues once each month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct OPBA dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 2.3 The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of the Article regarding the deduction of membership dues, fees or assessments. The OPBA hereby agrees that it will indemnify and hold the Employer harmless from any claims,

actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the OPBA, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the OPBA.

Section 2.4 The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence, or (5) revocation of the check-off authorization. Said revocation must be submitted to the Employer in writing during the first full week in January of any year.

Section 2.5 The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of OPBA dues.

Section 2.6 The parties agree that neither the employees nor the OPBA shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within thirty (30) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the OPBA dues deduction would normally be made by deducting the proper amount.

Section 2.7 Deductions provided for this Article are subject to the approval of the City Auditor or designee and shall be made during one (1) pay period each month. In the event a deduction is not made for any OPBA member during any particular month, the Employer, upon written verification of the Union, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) months regular dues. The Employer will not deduct more than two (2) months regular dues from the pay of any OPBA member.

Section 2.8 The rate at which the dues are to be deducted shall be certified to the payroll clerk by the Treasurer of the OPBA during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

Section 2.9 The Employer agrees to remit a warrant in the aggregate amount of the deductions to the Ohio Patrolmen's Benevolent Association

ARTICLE 3 - MAINTENANCE OF MEMBERSHIP

Section 3.1 All employees who, upon ratification of this Agreement are members of the OPBA as evidenced by signed membership documents submitted to the Employer, or thereafter become members of the OPBA, either (1) shall maintain their membership in the OPBA, or (2) shall, if they resign from membership, pay to the OPBA a service fee in an amount equivalent to the annual dues for membership in the OPBA in accordance with ORC 4117.09.

Section 3.2 In the event that a service fee is to be charged to a member of the bargaining unit the Employer shall deduct such fee in the same manner as dues are deducted as specified in Article 2 of this Agreement entitled "Dues Deduction."

ARTICLE 4 - MANAGEMENT RIGHTS

Section 4.1 Except as specifically limited herein, the Employer shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain maximum efficiency of operations. Specifically, the Employer's exclusive management rights include, but are not limited to, the sole right to hire, discipline and discharge for just cause, lay off and promote; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue, or enlarge any operation, or division within the Police Department; to transfer (including the assignment and allocation of work operations divisions) within or to other operations-divisions; to determine the work methods and the number and location of facilities; to determine the manner in which all work is to be performed; to determine the size and duties of the work force, the number of shifts required, and all work schedules; to establish, modify, consolidate, or abolish jobs; and to determine staffing patterns, including, but not limited to assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked; subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein.

Section 4.2 The OPBA recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as permitted by law shall remain the function of the Employer.

ARTICLE 5 - EMPLOYEE RIGHTS

Section 5.1 An employee has the right upon request to the presence and advice of an OPBA representative at any pre-disciplinary hearing.

Section 5.2 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 shall be advised that his refusal to answer such questions or participate in such investigation could be the basis of such a charge.

Section 5.3 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 or scheduling issues require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. In addition, the employee may record such interrogation if he has a recording device available so as not to delay the investigation. The Employer may have a transcript of such recording at the Employer expense.

Section 5.4 When an investigation moves from investigatory to accusatory and/or the affected employee reasonably believes disciplinary action may result, the affected employee shall have the right to request and have a Union representative present. Such request shall not unreasonably delay the continuation of the investigation.

Section 5.5 An employee may request an opportunity to review his personnel file, add memoranda to the file clarifying any documents contained in the file, and may have a non-employee representative of the OPBA present when reviewing his file. A reasonable request for copies of items included in the file shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

Section 5.6 Records of disciplinary action that are more than three (3) years old shall not be considered for purposes of progressive discipline. Calendar year begins with the date of infraction.

Section 5.7 During the course of an internal investigation, the Employer may administer a polygraph examination to an employee only where reasonable cause exists, and such exam shall focus on the misconduct alleged against the employee taking the exam. The exam shall be administered by a neutral person/party. The results of such exam shall not be the basis for discipline of an employee, but rather shall be used only as an investigative tool.

ARTICLE 6 - NO STRIKE / NO LOCKOUT

Section 6.1 The Employer and the OPBA recognize that a strike would create a clear and present danger to the health and safety of the public and that this Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. During the term of this Agreement the OPBA shall not authorize, cause, engage in, sanction or assist in any sick call, work stoppage, strike, sympathy strike, or slowdown which affects the Employer or his operations. Should any employee(s) engage in a sick call, work stoppage, strike, sympathy strike or slowdown, the OPBA will promptly do whatever it can to prevent or stop such unauthorized acts, including the preparation of a letter addressed to the Employer stating "the strike action is not sanctioned by the OPBA and that all employees should return to work immediately." Such letter shall be signed by the ranking OPBA officer of the Local and the appropriate non-employee OPBA representative.

Section 6.2 In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 1 of the Article are subject to discipline or discharge by the Employer.

Section 6.3 During the term of this Agreement, the Employer shall not cause, permit or engage in any lockout of its employees unless those employees shall have violated Section 1 of this Article.

Section 6.4 Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 7 - UNION REPRESENTATION

Section 7.1 One (1) representative will be recognized by the Employer as the Union Representative in accordance with this Agreement upon the receipt of a letter so identifying him and signed by an OPBA staff representative.

Section 7.2 The parties recognize that it may be necessary for an employee representative of the OPBA to leave a normal work assignment while acting in the capacity of representative. The OPBA recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by a representative. Before leaving an assignment pursuant to this section, the representative must obtain approval from his supervisor. The Employer will compensate a representative at the normal rate for the time spent in the good faith processing of grievances, and at any meetings at which the Employer requests a representative to be present during regular working hours.

Section 7.3 The Director or Assistant Director of the OPBA shall be allowed a cumulative total of

twenty-four (24) hours off per year without pay to attend OPBA Director meetings. Such employees shall provide the Employer with at least thirty (30) days advance written notice of the date(s) being requested.

ARTICLE 8 - DISCIPLINE

Section 8.1 Disciplinary action taken by the Employer shall be for just cause.

Section 8.2 All non-probationary employees who are suspended, demoted or discharged, shall be given written notice regarding the reason(s) for the disciplinary action. Appeals of disciplinary action shall be through the grievance and arbitration procedures contained herein.

Section 8.3 Prior to any discipline being imposed, the non-probationary employee shall be given a meeting to respond to the Chief of Police or his designee.

ARTICLE 9 - GRIEVANCE PROCEDURE

Section 9.1 The term "grievance" shall mean an allegation by a bargaining unit employee or the Employer that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

Section 9.2 If specific administrative agency relief of judicial or quasi-judicial nature is provided for by the ordinances of the City of Oberlin, statutes of the State of Ohio or the United States for review or redress of specific matters (such as Worker's Compensation, Unemployment Compensation, etc.), such matters may not be the subject of a grievance or be processed as such. It is expressly agreed that all matters within the jurisdiction of the Oberlin Civil Service Commission, excluding the specific provisions as contained in the Labor Agreement shall remain so and shall not be subject to a grievance within the meaning of this Article. All grievances must be processed at the proper step in order to be considered at subsequent steps and the following procedure will be observed:

Step 1. An employee who has a grievance must submit it in writing to the Captain within five (5) calendar days after the occurrence of the events upon which his grievance is based. The grievance shall include the name and position of the grievant, the provision(s) of the Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance; and a general statement of the nature of the grievance and the redress sought by the grievant. The grievance shall be signed and dated by the grievant and/or the steward. The Captain or his design shall give the answer within seven (7) calendar days after receipt of the grievance. The Captain's or his designee's answer shall be given to the grievant or the OPBA.

Step 2. If the employee's grievance is not satisfactorily settled at Step 1, the grievant shall, within five (5) calendar days after receipt of the Step 1 answer, present such grievance to the Chief. The Chief shall meet with the grievant representative of the OPBA with five (5) calendar days after the written grievance has been filed with the Chief, and a written answer shall be given within five (5) calendar days after the Step 2 meeting. The Chief's answer shall be presented to the grievant or the OPBA.

Step 3. If the grievance is not satisfactorily settled with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the City Manager within five (5) calendar days from the date of the rendering of the decision at Step 2. Copies of the written decisions shall be submitted with the appeal. The City Manager or his designee shall meet with the grievant and/or a representative of the OPBA within ten (10) days after the receipt of the appeal. The City Manager or his designee shall issue a written decision to the employee and his OPBA representative within fifteen (15) days from the date of the meeting.

Step 4. In the event a grievance is unresolved after Step 3, then within ten (10) days after the rendering of the decision at Step 3, the grievant may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the Union will promptly request the Federal Mediation and Conciliation Service to submit a panel of arbitrators and will choose one (1) by the alternative strike method.

The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the losing party. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Employees who are reasonably necessary to the resolution of the grievance shall attend the arbitration hearing without the necessity of subpoena and shall be compensated at their regular hourly rate for all hours during which attendance is required by the Employer. Any request made by either party for the attendance of witnesses shall be made in good faith, and shall not adversely affect the operations of the department.

Section 9.3 The time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the City and the OPBA, be binding, and any grievances not timely presented, or timely processed thereafter, shall not be considered a grievance under this Agreement. Any grievance not timely processed by the Employer at any of the preceding steps may be immediately referred to by the OPBA to the next level.

Section 9.4 Calendar Days as provided within the Grievance Procedure shall not include Saturdays, Sundays or Holidays.

Section 9.5 An employee may present grievances and have them adjusted, without the intervention of a representative of the OPBA, as long as the adjustment, if any, is not inconsistent with the terms of the within Agreement.

Section 9.6 The bargaining unit may present a grievance as a Class. The grievance shall include the classification of the bargaining unit. Otherwise, the form of the grievance shall follow the requirements outlined in Step 1 of the Grievance Procedure.

ARTICLE 10 - NON-DISCRIMINATION

Section 10.1 Neither the Employer nor the OPBA shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, national origin, or handicap, as defined in Title VII of the Civil Rights Act of 1964, as amended, or Chapter 4112 ORC. The OPBA shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 10.2 Where there is an alleged violation of the provisions of Title VII or Chapter 4112 ORC that qualifies for appeal under the rules of the Equal Employment Opportunity Commission, or the Ohio Civil Rights Commission, such matter shall not be appealable through the grievance procedure contained in this Agreement. However, the Employer, the employee and their representative, if desired by the employee, may meet in an effort to resolve the alleged violation prior to the appeal to any outside agency.

Section 10.3 The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the OPBA, and the Employer shall not discriminate, interfere, restrain, or coerce any employee because of any legal employee activity in an official capacity on behalf of the OPBA, as long as that activity does not conflict with the terms of this Agreement.

Section 10.4 The OPBA agrees not to interfere with the rights of employees to refrain or resign from membership in the OPBA, and the OPBA shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the OPBA or involvement on OPBA activities.

Section 10.5 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 11 - OBLIGATION TO NEGOTIATE

Section 11.1 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 11.2 Therefore, for the life of this Agreement the Employer and the Union each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 12 - CONFORMITY TO LAW

Section 12.1 This Agreement shall be subject to and subordinated to any applicable present and future Federal laws. The invalidity of any provision(s) of this Agreement by reason of any such existing or future law not affect the validity of the surviving provisions.

Section 12.2 If the enactment of legislation, or a determination by a court of final and competent jurisdiction renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in force and effect as if such invalid provision(s) thereof had not been included herein.

ARTICLE 13 - OVERTIME PAY

Section 13.1 All employees for work performed in excess of forty (40) hours in a week, when approved by the supervisor in charge or the Police Chief, shall be compensated at the employee's regular base rate of pay, times one and one-half (1-1/2), for a such hours of overtime.

Section 13.2 For purposes of this Article, work performed shall be deemed to include actual hours worked. However, time worked in excess of forty (40) hours per week as a result of shift change or shift rotation shall not result in overtime.

ARTICLE 14 - OVERTIME / DOUBLE-BACK

Section 14.1 If an employee is required to work in excess of eight (8) hours in any twenty-four (24) hour period, excluding shift change, then the result shall incur overtime for that employee. However, if an employee requests to work a double-back shift, then the employee shall NOT receive overtime for those hours worked. This does not preclude an employee from signing up for overtime which would result in a double-back situation.

Section 14.2 No employee shall be compensated for time fifteen (15) minutes prior to or after their regular shift without the specific prior approval of the Chief of Police or his designee. Any time worked past fifteen (15) minutes shall be compensated at the applicable rate of pay from the end of their regular shift in increments of tenths of an hour

ARTICLE 15 - HOLIDAY PAY

Section 15.1 If any employee is required to work any one (1) of the following holidays as designated by the Police Department:

New Year's Day	Martin Luther King's Birthday
Washington's Birthday	Memorial Day
Independence Day	Labor Day
Columbus Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day

he/she shall be compensated at the rate of one and one-half (1-1/2) times his/her regular rate of pay for all hours worked on the designated holiday.

ARTICLE 16 - BENEFITS

Section 16.1 Employees covered by this Agreement shall be eligible only for the following benefit, vacation.

Section 16.2 Each part-time employee who has completed two (2) or more years of continuous service and works a minimum of 520 hours in the 12 month period preceding his/her anniversary date shall be eligible for an annual paid vacation allowance on a prorated basis (i.e., number of hours worked compared to 2080 hours) in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation</u>
After 2 years	10 days
After 5 years	15 days
After 15 years	20 days

Section 16.3 Earned vacation shall be awarded on the employee's anniversary date in accordance with the above schedule, provided the employee is employed by the Employer at that time.

Section 16.4 Vacation time shall be taken at a time approved of by the Appointing Authority.

Section 16.5 Any employee who quits or is terminated or retires and has unused vacation time, shall receive such vacation time or shall be paid for such time.

Section 16.6 Vacation time shall not be carried over from one year to another without the express written authorization of the Employer. Any vacation time that is unused within the year granted shall be deemed forfeited unless otherwise approved by the Employer. Such approval shall be handled on an individual basis and shall not be unreasonably denied.

ARTICLE 17 - COMPENSATION

Section 17.1 The compensation schedule for employees covered by this Agreement shall be as follows:

	<u>Effective 01/01/02</u> <u>Hourly Rate</u>	<u>Effective 01/01/03</u> <u>Hourly Rate</u>	<u>Effective 01/01/04</u> <u>Hourly Rate</u>
Start	\$8.00	\$8.24	\$8.49
After 1040 hours	\$9.50	\$9.79	\$10.08
After 2080 hours	\$10.50	\$10.81	\$11.13
After 3120	\$12.00	\$12.36	\$12.73

Note: The Employer may hire and/or accelerate the above step progressions at its sole discretion

Note: Effective 01/01/02, Jolene Bizerik shall be placed at the "After 2080 hours" Step.

Section 17.2 Employees who are employed by the City as part-time Dispatchers on January 1, 2002 shall receive a one (1) time payment of One Hundred Dollars (\$100.00) payable in the first full pay period after January 1, 2002.

ARTICLE 18 - PROBATIONARY PERIOD

Section 18.1 The probationary period of newly-hired part-time dispatchers shall be 1040 hours worked from the date of hire.

ARTICLE 19 - WAIVER IN CASE OF EMERGENCY

Section 19.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Lorain County Commissioners, the Federal or State Legislature, the Police Chief, City Administrator, or Oberlin City Council, such as acts of God or civil disorder, the following conditions of this Agreement may automatically be suspended at the discretion of the Employer:

- (1) Time limits for management replies on grievances, or OPBA submissions of grievances.
- (2) Selected work rules and/or agreement and practices relating to the assignment of all employees.
- (3) The privilege of leaving work to perform OPBA representation in accordance with the terms of Article 7 of this Agreement.

Section 19.2 Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure and shall proceed from the applicable point in the Grievance Procedure to which they had properly progressed.

ARTICLE 20 - LABOR / MANAGEMENT MEETINGS

Section 20.1 In the interest of sound labor/management relations, unless mutually agreed to otherwise, once every quarter on a mutually agreeable day and time, the Chief and/or his designees shall meet with one (1) representative or the OPBA to discuss those matters addressed in Section 20.2 herein. Additional representatives may attend by mutual agreement of the parties.

Section 20.2 An agenda will be furnished and/or exchanged 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. The OPBA shall also supply the names of those OPBA representatives who will be attending. The purpose of such meetings shall be to:

1. Discuss the administration of this Agreement;
2. Notify the OPBA of changes made by the Employer which affect bargaining unit members;
3. Discuss the grievances which have not been processed beyond Step 3 of the grievance procedure, but only when such discussions are mutually agreed to by the parties;
4. Disseminate general information of interest to the parties;
5. Discuss ways to increase productivity and improve efficiency;
6. Give the OPBA representatives the opportunity to share the views of their

members on topics of interest to both parties; and

7. To consider and discuss health and safety matters relating to employees

Section 20.3 If special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 20.4 Labor/management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

ARTICLE 21 - DRUG TESTING

Section 21.1 The Employer may, upon probable cause, require individual employees to be tested for drug and/or substance abuse. Such testing shall be at the sole discretion of the Employer, with all testing costs paid by the Employer. Employees required to be tested on off-duty time, shall be compensated for such time.

Section 21.2 Prior to the commencement of random drug testing, the Employer will meet with the Union to discuss the reasons and the procedure under which the testing will be administered.

ARTICLE 22 - UNIFORMS

Section 22.1 Part-time employees will be provided two (2) pairs of pants, two (2) short-sleeve shirts and two (2) long-sleeve shirts by the City. These uniforms shall be replaced as determined by the City.

Section 22.2 Employees must wear uniforms at all times during working hours unless exceptions are made by management.

Section 22.3 During all working hours employees shall present a neat appearance to the satisfaction of departmental management.

ARTICLE 23 - BULLETIN BOARDS

Section 23.1 The Employer agrees to provide space on bulletin board in agreed upon areas for use by the bargaining unit. However, the Employer shall not be obligated to purchase bulletin boards for the OPBA's use.

Section 23.2 All OPBA notices which appear on bulletin board shall be signed, posted and removed by the OPBA representative during non-work time. OPBA notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. OPBA recreational and social affairs;
- B. Notice of OPBA meetings;
- C. OPBA appointments;
- D. Notice of OPBA elections;

- E. Results of OPBA elections;
- F. Reports of non-political standing committees and independent non-political arms of the OPBA; and
- G. Non-political publications, rulings or policies of the OPBA.

All other notices of any kind not covered in A through G above must receive the prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the OPBA bulletin boards at any time which contain the following

- a. Personal attacks upon other members or any other employee;
- b. Scandalous, scurrilous or derogatory attacks upon the administration;
- c. Attacks on any employee organization, regardless of whether the organization has local membership; and
- d. Attacks on and/or favorable comments regarding candidates for public office, or for office in any employee organization.

Section 23.3 No OPBA related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except of the bulletin boards designated for use by the OPBA.

Section 23.4 Violation of any provisions of this Article shall subject the OPBA to revocation of bulletin board posting privileges by the Employer.

ARTICLE 24 - DURATION OF AGREEMENT

Section 24.1 This Agreement represents the complete Agreement on all such matters subject to bargaining between the Employer and the OPBA, and except as otherwise noted herein, shall be effective January 1, 2002 and shall remain in full force and effect until December 31, 2004. If either party desires to terminate, modify or amend this Agreement for a period subsequent to December 31, 2004, notice of such desire shall be given in accordance with ORC 4417.14 (B) (1) (a) If such notice is given, this Agreement shall remain in effect until the parties reach agreement on a new contract.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 8TH day of JANUARY, 2002.

CITY OF OBERLIN:

Robert H. Smith
Michael W. Brown

APPROVED AS TO FORM:

Eric R. Severs
Eric R. Severs, City Solicitor

OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION:

Carole M. Brown
Joanne M. Brown
Joanne M. Brown

Colleen M. Bonk
Colleen M. Bonk, Labor Counsel

LETTER OF UNDERSTANDING

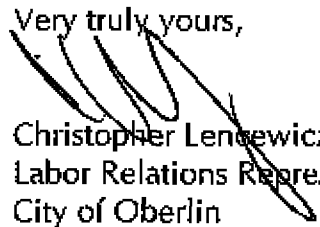
Colleen M. Bonk, Esq.
The Halle Building
1228 Euclid Avenue, Suite 900
Cleveland, Ohio 44115

Re: Ohio Patrolmen's Benevolent Association and City of Oberlin
Retroactive Pay Adjustments
(Part-Time Dispatchers)

Dear Ms. Bonk,

This will confirm our discussions during the 2001 negotiations that retroactive pay adjustment would apply to payment amount received by Part-Time Dispatchers in January, 2002, regardless of the date(s) such payment amounts were earned, provided such payments were contractually proper.

Very truly yours,


Christopher Lenciewicz,
Labor Relations Representative
City of Oberlin

Confirmed:


Colleen M. Bonk