

ORDINANCE NO. 05-72 AC CMS

**AN ORDINANCE APPROVING A COLLECTIVE
BARGAINING AGREEMENT BETWEEN THE CITY OF OBERLIN, OHIO, AND
THE OPBA FOR PART-TIME POLICE
DEPARTMENT DISPATCHERS AND DECLARING AN EMERGENCY**

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 attached Agreement between the City of Oberlin and the OPBA and relating to Part-Time Police Department Dispatchers is hereby approved, and the City Manager is hereby authorized and directed to execute same on behalf of the City.

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 or to provide for the usual daily operations of a municipal department, to wit:

"to approve a collective bargaining unit agreement as soon as possible to ensure the efficient operation of the City ", and shall take effect immediately upon passage.

PASSED: 1st Reading – October 3, 2005 (E)
 2nd Reading –
 3rd Reading –

ATTEST:



CLERK OF COUNCIL



PRESIDENT OF COUNCIL

POSTED: 10/4/2005

EFFECTIVE DATE: 10/4/2005

COLLECTIVE BARGAINING AGREEMENT

between the

CITY OF OBERLIN

and the

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

**EFFECTIVE: January 1, 2005
EXPIRES: December 31, 2007**

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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 1 - RECOGNITION

Section 1.1 The Employer recognizes 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 in this Article are subject to the approval of the Finance Director 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 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's 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 only 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:

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 City of Oberlin, statutes of the State of Ohio or the United States for review or redress of specific matters (such as Workers' 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 grievance must submit it in writing to the Captain within ten (10) 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 designee shall give the answer within ten (10) 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 ten (10) 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 within ten (10) calendar days after the written grievance has been filed with the Chief, and a written answer shall be given within ten (10) 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 ten (10) 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) calendar 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 ten (10) calendar days from the date of the meeting.

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

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 this 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 in 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 shall 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 full 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 all such hours of overtime.

Section 13.2 For purposes of this Article, all hours paid, except sick leave, shall be included in the computation of overtime. However, time worked in excess of forty (40) hours per pay period 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 of the beginning of the previously worked shift, 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 - HOLIDAYS

Section 15.1 If any employee is required to work any one 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 - SICK LEAVE

Section 16.1 Sick leave shall be defined as an absence with pay necessitated by: (1) Illness or injury to the employee; (2) exposure by the employee to a contagious disease communicable to other employees; or (3) serious illness, injury or death in the employee's immediate family.

Section 16.2 All part-time employees shall earn sick leave at the rate of 4.6 hours per eighty (80) hours worked up to a maximum of fifteen (15) days per year. Sick leave shall accumulate without limit from year to year.

Section 16.3 An employee who is absent on sick leave shall notify his supervisor or designee of such absence and the reason therefore prior to the start of his work shift each day he is to be absent. At least two (2) hours prior notification is preferred, but not required.

Section 16.4 Sick leave maybe used in segments of not less than one (1) hour.

Section 16.5 Before an absence may be charged against accumulated sick leave, the Chief may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Chief and paid by the Employer.

Section 16.6 If the employee fails to submit adequate proof of illness, injury or death upon request of the Chief, or in the event that upon such proof as is submitted or upon the report of medical examination, the Chief finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

Section 16.7 Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as may be determined by the Chief.

Section 16.8 The Chief may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician and paid

for by the Employer, to establish that he is not disabled from the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees.

Section 16.9 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children or parents residing with the employee. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to include only the employee's mother, father, spouse, child, brother, sister, father-in-law, mother-in-law, and grandparents or person who acts in loco parentis.

Section 16.10 An employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department.

Section 16.11 Any employee who has accumulated sick leave earned from being employed by the State of Ohio or any other political subdivision of the State of Ohio and who has become employed by the Employer within ten (10) years from his termination from such other public employment, shall be allowed to transfer said accumulation to his sick leave accumulation with the Employer, providing that such sick leave accumulation shall be limited to the existing maximum accruable amount in effect at the time of transfer in this Agreement.

Section 16.12 Upon retirement, an employee shall be entitled to receive a cash payment equal to his daily rate of pay at the time of retirement, multiplied by the total number of accumulated but unused sick days earned by the employee and certified by the Finance Director, providing that such resultant number of days to be paid shall not exceed thirty (30) days.

Section 16.13 An employee eligible for cash payment pursuant to Section 16.12 above may, at his option, elect to take an early retirement with the monetary value of such cash payment being applied towards said early retirement.

ARTICLE 17 - PERSONAL LEAVE

Section 17.1 All employees upon completion of two (2) calendar years of service shall be granted three (3) personal leave days each calendar year which are to be taken within the year earned or be forfeited. Employees who have worked less than 2080 hours in a calendar year shall receive personal leave time on a pro-rated basis at the end of the second calendar year based on the number of hours worked.

Section 17.2 Personal days shall only be taken with the advance approval of the officer-in-charge or the Chief of Police.

ARTICLE 18 - COMPENSATION

Section 18.1 Part-time employees covered by this Agreement shall be compensated at 80% of the applicable full-time dispatcher rate consistent with the following pay schedule based on the number of hours worked where applicable, the rates of pay for all bargaining unit employees shall be established as follows:

	Effective 01/01/05 <u>Hourly Rate</u>	Effective 01/01/06 <u>Hourly Rate</u>	Effective 01/01/07 <u>Hourly Rate</u>
Start	See Note 1 below	See Note 1 below	See note 1 below
After 1040 hours	\$12.98	\$13.37	\$13.74
After 2080 hours	\$13.68	\$14.09	\$14.47
After 3120 hours	\$14.36	\$14.79	\$15.20

NOTE 1: The City may establish the Start Rate at its sole discretion.

NOTE 2: The City may hire and /or accelerate the above step progressions at its sole discretion.

Section 18.2 Any employee assigned to train another employee shall receive an additional Ninety Cents (90¢) per hour for each hour of training.

ARTICLE 19 – PROBATIONARY PERIOD

Section 19.1 The probationary period of newly-hired part-time dispatchers shall be 1040 hours worked from the date of hire.

ARTICLE 20 - WAIVER IN CASE OF EMERGENCY

Section 20.1 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 20.2 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 21 – LABOR / MANAGEMENT MEETINGS

Section 21.1 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 designee shall meet with one (1) representative of the OPBA to discuss those matters addressed in Section 21.2 herein. Additional representatives may attend by mutual agreement of the parties.

Section 21.2 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 the OPBA representative who will be attending. The purpose of such meetings shall be to:

- A. discuss the administration of this Agreement;
- B. notify the OPBA of changes made by the Employer which affect bargaining unit members;
- C. 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;
- D. disseminate general information of interest to the parties;
- E. discuss ways to increase productivity and improve efficiency;
- F. give the OPBA representatives the opportunity to share the views of their members on topics of interest to both parties; and
- G. to consider and discuss health and safety matters relating to employees.

Section 21.3 If special labor / management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 21.4 Labor / management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

ARTICLE 22 - DRUG TESTING

Section 22.1 The Employer, upon probable cause, may require 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 22.2 Prior to the commencement of drug testing, the Employer will meet with the Union to discuss the reasons and the procedure under which the testing will be administered.

ARTICLE 23 - UNIFORMS

Section 23.1 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 23.2 Employees must wear uniforms at all times during working hours unless exceptions are made by management.

Section 23.3 During all working hours employees shall present a neat appearance to the satisfaction of departmental management.

ARTICLE 24 - BULLETIN BOARDS

Section 24.1 The Employer agrees to provide space on bulletin boards 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 24.2 All OPBA notices which appear on the bulletin boards 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 any other member 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 24.3 No OPBA related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the OPBA.

Section 24.4 Violation of any provisions of this Article shall subject the OPBA to revocation of bulletin board posting privileges by the Employer.

ARTICLE 25 - DURATION OF AGREEMENT

Section 25.1 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, 2005 and shall remain in full force and effect until December 31, 2007. If either party desires to terminate, modify or amend this Agreement for a period subsequent to December 31, 2007, 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.

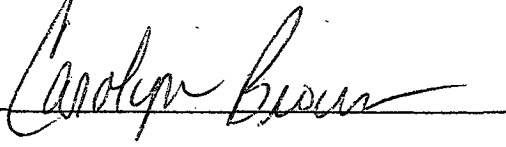
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 3rd day of October, 2005.

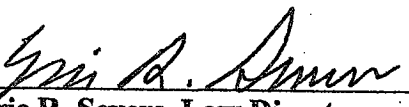
FOR THE CITY OF OBERLIN, OHIO



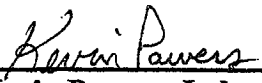
**FOR THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION**



Approved as to Form:



Eric R. Severs, Law Director
City of Oberlin



Kevin Powers, Labor Counsel
Ohio Patrolmen's Benevolent Association

LETTER OF UNDERSTANDING

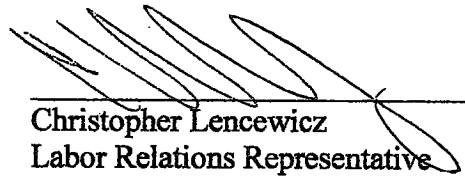
Re: Ohio Patrolmen's Benevolent Association (Part-Time Dispatchers) and City of Oberlin - Retroactive Pay Adjustments

2005, 2006 and 2007 pay adjustments apply to payment amounts received by Part-Time Dispatchers in January of 2005, 2006 and 2007 regardless of the date(s) such payment amounts were earned, provided such payments were contractually proper.

Signed:



Kevin Powers
Representative for the Ohio Patrolmen's
Benevolent Association



Christopher Lencewicz
Labor Relations Representative
City of Oberlin

**SUMMARY of TENTATIVE AGREEMENT
REACHED May 19, 2005
City of Oberlin & OPBA (Part-Time Dispatchers)
Subject to Council Approval**

1. **Correct Typos**
2. **Article 9 – Grievance Procedure** – modified time periods for appeals to all be ten (10) calendar days.
3. **Article 16 – Benefits (Vacations)** – deleted.
4. **Article 17 – Compensation**
 - a. Effective January 1, 2005 increased pay to 80% of full-time dispatcher rate; 3% increase on January 1, 2006 and 2 ¾% increase on January 1, 2007.
 - b. Incorporate “Training Pay” from settlement reached during prior contract term.
5. **Article 24 – Duration of Agreement** – 3 year Agreement – January 1, 2005 through December 31, 2007.
6. **Letter of Understanding** – modified Letter of Understanding to reflect new dates.
7. **New Article – Sick Leave** – added sick leave provision – 4.6 hours of sick leave earned for each 80 hours worked. To be used for specific sick/medical/funeral reasons.
8. **New Article – Personal Days** – added personal leave provision – days can be earned based on the number of hours worked. A part-time dispatcher can earn up to a maximum of 3 personal leave days if the part-time dispatcher works 2080 in the previous calendar year. Otherwise, personal days will be prorated based on actual hours worked.