

STATE EMPLOYMENT
RELATIONS BOARD

2012 MAR -8 P 4: 24

AGREEMENT
BETWEEN THE
CITY OF COLUMBIANA
AND THE
OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION (OPBA)
DISPATCH UNIT

Effective January 1, 2011

through

December 31, 2013

SERB CASE NO.
2010-MED-09-1345

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ARTICLE 1

RECOGNITION

Section 1. Included. The City of Columbiana hereby recognizes the Ohio Patrolmen's Benevolent Association (OPBA) as the sole and exclusive bargaining agent for all full-time Police Dispatchers of the City, for the purpose of collective bargaining on any and all matters relating to wages, hours, terms, and other conditions of employment.

Section 2. Excluded. It is agreed the following classifications and/or employment categories are excluded from the above-referenced bargaining unit: Chief of Police, Police Patrolmen, Sergeants, confidential employees, management employees, supervisors, part-time employees, seasonal and casual employees, students whose primary purpose is educational training, and fiduciary employees of the Employer.

ARTICLE 2

OPBA REPRESENTATION

Section 1. Access to City Facilities. The Employer agrees to admit one (1) OPBA Representative to the Employer's facilities during the Employer's normal office business hours, for the purpose of processing grievances or attending meetings as permitted herein, with advanced notice to the Employer. Additional representatives may be admitted with prior approval of the Employer.

Section 2. Representatives. The Employer shall recognize up to one (1) local representative and one (1) alternate representative in the unit for the purpose of processing grievances and other representation duties. Representatives and witnesses whose attendance has been pre-approved by the Employer shall lose no earnings/wages or other compensation as a result of meetings with the Employer or its agents.

Section 3. Notification of Representatives. The OPBA shall provide to the Employer an official roster of its representatives to include officers and alternates who have authority to act upon behalf of the OPBA, which is to be kept current at all times. No employee shall be recognized by the Employer as an OPBA Representative until the OPBA has presented the Employer with written notification of that person's selection.

Section 4. Grievance Preparation/Investigation. Generally, the investigation and writing of grievances by representatives shall be on non-work time. Where shift schedules or other specific conflicts make investigation and writing of grievances on non-work time impractical, a representative may be granted a reasonable time by the Department Head for such activities. The writing of grievances involving suspensions or terminations may take place on work time, without loss of pay. One representative shall be granted reasonable time to write grievances in such circumstances. If grievance hearings or other meetings with management are scheduled during an employee's regular duty hours, the employees in attendance shall not suffer any loss of pay while attending such meetings.

Section 5. Non-Interference with Operations/Union Activity during Work Hours. The OPBA agrees that no official of the OPBA, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The OPBA further agrees not to conduct OPBA

business during working hours except to the extent authorized herein.

Section 6. Use of City Facilities. The OPBA shall be granted permission to use designated facilities of the Employer during non-work time for the purpose of holding meetings upon written application to the Employer, and pending availability of such facilities, at no charge to the OPBA. The OPBA shall be responsible to leave the facilities in the condition it was found prior to use and shall remove any materials brought into the facilities at the end of meeting. The OPBA's failure to comply with the provisions of this section may be cause for the Employer to revoke permission to use Employer facilities.

ARTICLE 3

DUES DEDUCTIONS/FAIR SHARE FEES

Section 1. Union Membership. The Employer agrees to deduct OPBA membership dues, fees and assessments in accordance with this article for non-probationary members of the bargaining unit who are members of the Union.

Section 2. Dues Deductions. The Employer agrees to deduct regular OPBA membership dues from each pay of any employee in the bargaining unit 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 3. Fair Share Fee. Employees hired into a bargaining unit position on or after the signing date of this agreement shall be required, as a condition of employment, to have deducted from his/her pay either voluntary Union dues or an involuntary "fair share fee" in an amount determined by the Union and transmitted in writing to the Employer. Such dues or "fair share fee" shall be effective the first pay period following the end of the employee's initial probationary period. Employees who are members of the Union as of the date of this agreement, and who resign Union membership, shall be required to pay a fair share fee.

The fair-share fee is calculated based upon the employee's pro-rated share of the costs incurred by the Union in negotiating and administering this Agreement. Fees shall also be used to pay costs associated with settling grievances and disputes arising under this Agreement and additional reasonable expenses incurred for activities undertaken by the normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this agreement. The assessment and collection of all fair share fees, including but not limited to automatic payroll deductions, shall be in accordance with the Ohio Revised Code Section 4117.09(C). The Union warrants to the Employer that it has a fair share fee notice, rebate, and challenge procedure and that its procedure complies with state and federal law. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure.

Section 4. Indemnification. The parties agree that the Employer assumes no obligation,

financial or otherwise, arising out of the provisions of this 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 5. Termination of Dues Deductions. 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; (5) revocation of the check-off authorization; or (6) resignation by the employee from the OPBA.

Section 6. Waiver of Monthly Dues Deduction. 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 7. Deduction Errors. 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 sixty (60) days after the date such an error is claimed to have occurred. If it is agreed that an error was made, it will be corrected at the next pay period by deducting the proper amount.

Section 8. Transmission of Deduction Amounts. The Employer shall turn over dues and fees deducted in accordance with this article to the individual and address specified in writing by the OPBA to the Finance Director of the City. Dues and fees shall be paid within thirty (30) days of being deducted. The City shall enclose a list of names and amounts deducted from the paychecks of those members of the bargaining unit specified and authorized by the OPBA. A copy of the list shall be given to the local representative designated by the OPBA.

Section 9. Deduction Timing. Deductions provided for in this article shall be made during each pay period. 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.

ARTICLE 4 **NO STRIKE/NO LOCKOUT**

Section 1. It is understood and agreed that the services performed by the employees included in this Agreement are essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of work for any cause whatsoever, nor shall there be any work slowdown or other interference with these services, during the term of this Agreement or any extensions thereof.

Section 2. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the bargaining unit, unless those members shall have violated Section 1 of this article.

Section 3. The Union further agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, sympathy strike, work stoppage, slowdown, or any other concerted activities which interfere with the operations or delivery of services of the Employer by its members during the term of this Agreement.

Section 4. In all cases of strike, sympathy strike, slow down, walkout or any unauthorized cessation of work in violation of this Agreement, the Union shall undertake every reasonable means to induce employees to return to their jobs during any such period of unauthorized stoppage.

ARTICLE 5

PROBATIONARY PERIOD

Section 1. Initial Hire. The probationary period for newly hired employees shall be six (6) months, which may be extended for up to an additional three (3) months if the City believes that additional time is necessary to evaluate the employee's suitability and qualifications for the position. The Union shall be notified in writing of any extension.

Section 2. Promotional Probation. All promoted and transferred employees shall serve a six (6) month probationary period. If an employee does not qualify, he/she is to be returned to his/her previous classification/position if it continues to exist, and to any position for which he/she qualifies should the position not exist. Any employee displaced by the return shall be treated as if he/she was placed on layoff.

Section 3. Removal During Probation. New hire and promotional probationary removals or reductions are not subject to the grievance procedure.

Section 4. Applicability. The parties agree that promotional probationary periods are not applicable to the job duties of head dispatcher or TAC officer currently in effect, but would be applicable if the Employer creates a new job classification for the purpose of absorbing both of these enhanced duties and testing to fill such a position.

ARTICLE 6

SENIORITY RIGHTS

Section 1. Definitions. "Seniority" shall be defined as follows:

- A. **Total Seniority.** Total Seniority is defined as the total amount of uninterrupted, continuous, full-time service with the City of Columbiana.
- B. **Classification Seniority.** Classification seniority is defined as the length of uninterrupted, continuous, full-time service within a specific bargaining unit classification covered by this agreement (i.e., police dispatcher) calculated from the most recent date of entry into this bargaining unit.

- C. Department Seniority. Department seniority is defined as the length of uninterrupted, continuous, full-time service as a police dispatcher with the City of Columbiana Police Department.

Section 2. Reduction in Seniority Accrual. Any interruption in service in excess of thirty-one (31) calendar days shall be deducted from the length of service in determining total, department, and when applicable, classification seniority.

Section 3. Break in Service. The following events constitute a break in seniority/continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

- A. Voluntary resignation;
- B. Termination of employment for just cause;
- C. Failure to report for work without prior notice to the Employer for a minimum of five (5) consecutive workdays, without reasonable explanation to the Employer;
- D. Layoff in excess of thirty-six (36) months;
- E. Failure to return from an approved leave of absence. An approved leave of absence does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave; and
- F. In addition to the above, classification seniority only is also interrupted through voluntary promotion from a classification (i.e., police dispatcher) covered by this bargaining agreement for more than six (6) months.

ARTICLE 7

MANAGEMENT RIGHTS

Section 1. The Employer shall have the exclusive right to manage the operations, control the premises, direct the working force and maintain efficiency of operations. Among the Employer's management rights are the right to hire, transfer, discipline and discharge for just cause, lay off and promote; to promulgate and enforce work rules; to introduce new equipment, methods of performing work, or facilities; to determine the size, duties and qualifications of the work force, and work schedules.

Section 2. Unless otherwise specifically agreed to in this Agreement, nothing herein does or shall be interpreted to impair the right and responsibility to:

- A. Determine the overall mission of the employer as a unit of government;
- B. Determine the 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 organizational structure;
- C. Direct, supervise, evaluate, or hire employees;
 - D. Maintain and improve the efficiency and effectiveness of governmental operations;
 - E. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
 - F. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
 - G. Determine the adequacy of the work force;
 - H. Effectively manage the work force;
 - I. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 8

RULES AND REGULATIONS

Section 1. The Union recognizes that the Employer, under this Agreement, has the right to promulgate and implement new and revised reasonable work rules, regulations, and policies and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs.

Section 2. Notice /Emergency Implementation. Copies of written work rules, regulations, policies, and procedures that are promulgated or revised shall be posted and furnished to the Union no less than five (5) working days prior to the effective date of such rules, policies, and amendments. During the five (5) day period, the Union may request a meeting to discuss the work rule, policy, or amendment. It is agreed that work rules, policies, or amendments regarding health and safety or work procedures which, in the opinion of the Chief, are not subject to a five (5) day posting period.

Section 3. Conflict with Agreement. No work rules, regulations, policies or procedures shall be established or maintained that are in violation of any expressed terms of this Agreement. The Union may grieve the reasonableness and/or the reasonableness of application of any work rule, regulation, policy or procedure. Grievances alleging violation of this article may be filed at Step 2.

ARTICLE 9

LABOR-MANAGEMENT COMMITTEE

Section 1. In the interest of effective communications, either party may at any time request a Labor-Management Conference. Such request shall be made in writing and be presented to the other party. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. A Labor-Management Conference shall be scheduled within ten (10) days of the date requested. Such conferences shall not be scheduled more frequently than once each three (3) months unless mutually agreed.

Section 2. There shall be no more than three (3) employee representatives in attendance at the Labor-Management Conference. There shall be no more than three (3) management representatives at the Conference. Both parties can add representatives if mutually agreed. Requests for additional representatives shall not be unreasonably denied.

ARTICLE 10

DISCIPLINE

Section 1. The tenure of every employee subject to the terms of this agreement shall be during good behavior and efficient service. No employee shall be suspended (including working suspensions), discharged, or removed except for grounds stated in Section 2 of this article. The Employer may take disciplinary action for actions which occur while an employee is on duty, or which occur while an employee is working under the colors of the Employer, or in instances where the employee's conduct violates his oath of office. The Employer may take disciplinary action against any employee in the bargaining unit for just cause. Forms of disciplinary action are:

- A. Written warning;
- B. Written reprimand;
- C. Suspension without pay (at the option of the employee, and with the concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension; record of suspension will be maintained);
- D. Suspension of record (i.e., working suspension); and
- E. Discharge.

An employee who is given a working suspension (i.e., suspension of record) shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action.

Section 2. Grounds for Discipline. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, substance abuse, failure of good behavior, any conduct unbecoming a representative of the Employer, violations of City or department work rules, regulations, policies, procedures, violations of the employee's oath of office, or any other acts of misfeasance or malfeasance or nonfeasance, shall be cause for disciplinary action.

Section 3. Predisciplinary Conference. Whenever the Employer determines that an employee may be disciplined in the form of a suspension, reduction, or termination, a disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. The Employer shall notify the employee and the Union in writing of the charges against the employee and what form of discipline may be imposed. This notification shall also include the time and place of a predisciplinary conference, to be held not sooner than twenty-four (24) hours after the issuance of notice, between management and the employee, and within thirty (30) days of the completion of the investigation and/or review of the incident on which the discipline is based.

At the predisciplinary conference, the employee or his representative will have the opportunity to respond to the allegations of misconduct which were outlined to the employee prior to discipline being imposed. At the conference, the employee may present any testimony, witnesses, or

documents, which explain whether or not the alleged misconduct occurred. The employee may be accompanied by a Union representative during the predisciplinary conference. Should the employee not wish to be represented by the Union, a Union Representative shall be allowed in the disciplinary meeting as an observer only. Any resolution to the disciplinary action by the employee and the Employer shall be consistent with the terms and provisions of this Agreement. An employee who is disciplined may file a grievance in accordance with the grievance procedure herein.

Section 4. Notice of Discipline. After the pre-disciplinary conference, the Employer will decide what discipline, if any, is appropriate, and provide written notice of its decision to the employee. A copy of the notice of discipline will be provided to the employee within three (3) calendar days following its preparation. This notice will also be provided to the Union.

Section 5. Anonymous Complaints. No disciplinary action shall be taken against a member of the bargaining unit solely on the basis of an anonymous complaint.

Section 6. Administrative Leave. Any employee under indictment or arrested for a felony or a crime of moral turpitude, who is not disciplined or discharged by the Employer, may be placed on a leave of absence with pay until such time as the employee is found guilty by a trial court or the employee pleads guilty or no contest to a felony or crime of moral turpitude. An employee who is found guilty or enters a plea, as previously described, shall be summarily discharged, and any accrued leave payments shall be forfeited to the extent necessary to offset the amount of paid administrative leave that occurred. The Employer shall continue to pay the employee's insurance premiums during any leave of absence.

Section 7. The parties agree that all disciplinary procedures shall be conducted in private and in a business-like manner.

Section 8. Investigatory Interviews. At the employee's request, he/she shall have the presence of a local Union representative and staff representative and/or attorney during an investigatory interview of the employee which the employee reasonably believes will result in disciplinary action. It is the employee's responsibility to contact his/her union representative. Investigation or interviews will not be delayed more than twenty-four (24) hours by the absence of a Union representative. Where the Employer believes that the investigatory interview will likely result in criminal charges, the Employer will so notify the employee, and notify him/her that he/she has the right to have an attorney of his/her choosing available for consultation during such interview.

Section 9. Disciplinary Record Retention. Records of disciplinary action, with the exception of disciplinary action due to violations of the City's Drug and Alcohol Testing Policy, shall have force and effect according to the following schedule, provided there has been no intervening disciplinary action taken during the same time period:

Written warning or Written Reprimand	18 months
Suspension/working suspension of three (3) or less days	24 months
Suspension/working suspension of more than three (3) days	36 months

ARTICLE 11

GRIEVANCE PROCEDURE

Section 1. The grievance procedure is a formal mechanism intended to ensure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and appropriate action taken to correct a particular situation.

Section 2. Definition. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of the terms of this Agreement. It is not intended that the grievance procedure be used to affect changes in the articles of this Agreement.

Section 3. Group Grievances. A grievance under this procedure may be brought by any member of the bargaining unit. Where a group of the bargaining unit members desires to file a grievance involving a situation affecting each member, one (1) member selected by such group will process the grievance. The persons who are part of the group shall be listed on the grievance form. In the event a member's name is omitted the group may be amended up through and including Step 2.

Section 4. Grievance Processing/Time Limits. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. A grievance may be filed at the step where the decision by Management being grieved has been made. The time limitations provided for in this article shall be strictly adhered to and may be extended by mutual agreement between the Employer and the Union. Working days, as used in this article, shall not include Saturdays, Sundays, or holidays specified in this agreement.

Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the City's answer, at the last completed step. Any grievance not answered by the City within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure in accordance with the applicable time limitations; however, the City shall not establish a practice of not answering grievances. The time limits provided herein will be strictly adhered to unless waived by mutual agreement.

Section 5. Grievance Contents. The written grievance shall be submitted on the grievance form attached as Appendix A, which shall be consecutively numbered BY DATE, and shall contain the following information:

- A. Aggrieved employee's name;
- B. Date and time of incident giving rise to grievance;
- C. Date and time grievance was first discussed;
- D. Date grievance was filed in writing at Step 1;
- E. A statement as to the specific articles and sections of the Agreement violated;
- F. A brief statement of the facts involved in the grievance;
- G. The remedy requested to resolve the grievance.

Section 6. Procedure. Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Employer prior to the filing or starting of a grievance. The following steps are to be followed in the processing of a grievance.

INFORMAL STEP

An employee having a grievance will first bring that complaint verbally, within five (5) working days of the incident giving rise to the grievance or the employee's knowledge of the incident, to the attention of the Chief of Police. The Chief shall discuss the grievance with the employee and within twenty-four (24) hours of their discussion respond to the employee with an answer. If the employee is not satisfied with the response given, the employee shall within five (5) working days reduce the grievance to writing on the agreed form and submit at Step 1.

STEP 1 - CHIEF

The Chief, within five (5) working days of receipt of a written grievance, shall schedule a formal meeting between him/herself and the employee filing the grievance. Prior to this meeting, the Chief shall make a complete and thorough investigation of all allegations contained in the grievance. The Chief shall provide the employee with his/her written response to the grievance within five (5) working days of the meeting. If the employee is not satisfied with the written response of the Chief, the employee may, within five (5) working days, pursue the grievance to Step 2 of the procedure.

STEP 2 - CITY MANAGER

The City Manager, within five (5) working days of receipt of a written grievance, shall schedule a formal meeting between him/herself and the employee filing the grievance. Prior to this meeting, the City Manager shall make a complete and thorough investigation of all the allegations contained in the grievance. Within five (5) working days after the meeting, the City Manager shall provide the employee with his/her written response to the grievance. If the employee is not satisfied with the written response received from the City Manager, the employee may, within five (5) working days, pursue the grievance to Step 3 of the procedure.

STEP 3 - ARBITRATION

If the grievance is not satisfactorily settled in Step 2, the Union may submit the grievance to Final and Binding Arbitration by submitting written notice of intent to the City Manager within fifteen (15) days of the date of the answer at Step 2

Within ten (10) calendar days of receipt of a properly signed request for arbitration, the parties shall confer for the purpose of selecting an arbitrator. The parties agree to a permanent panel of arbitrators who shall hear and decide those grievances processed to arbitration under the contract. The panel consists of: 1) Nels Nelson; 2) Jim Rimmel; 3) Harry Graham; 4) Jerry Fullmer; 5) Rob Stein; 6) Mitchell Goldberg; 7) Michael Paolucci; 8) Virginia Wallace-Curry; 9) Dennis Byrne. The arbitrator shall be selected by the parties alternatively striking names until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question.

Hearing and Decision

The Arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter.

Authority of the Arbitrator

The Arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of this Agreement in question. The Arbitrator's decision shall be consistent with applicable law.

The Arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement; nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine him/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issues in question.

The Arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance or practices. The Arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement except as specifically authorized herein. In the event of a monetary award, the Arbitrator shall limit any retroactive settlement to the date of the incident giving rise to the grievance, or thirty (30) days prior to the date of the grievance, whichever is sooner.

The decision of the Arbitrator shall be final and binding upon the Union, the employee and the Employer, subject to appeal as provided for in the Ohio Revised Code. The costs of the Arbitrator shall be shared equally by the parties.

Section 7. Expenses. Expenses of any non-employee witnesses shall be borne by the party calling the witness. The fees of court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript.

Section 8. Representation. A grievant may have one employee Union Representative in addition to any non-employee Union representative(s) accompany him/her at Steps 1, 2, and 3. Employee representatives and grievants will lose no straight-time pay as a result of meetings with the Employer at any step of the grievance procedure.

Section 9. Waiver of Representation/Union Involvement. Where an employee does not elect to be represented by the Union at any step of the grievance procedure, excluding Step 3, the Union shall have the right to be present at any grievance meeting without intervening. All grievances presented under such circumstances shall be resolved consistent with the terms and provisions of this Agreement. Only the Union may proceed to arbitration.

ARTICLE 12

REDUCTION IN FORCE & RECALL

Section 1. It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328, 124.37, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the City of Columbiana Municipal Civil Service Commission governing work force reductions.

Section 2. Notice. Whenever the Employer determines that a layoff or job abolishment is necessary, a reduction in force shall occur. The Employer shall notify the affected employee(s) at least fifteen (15) calendar days in advance of the date of layoff or job abolishment.

Section 3. Procedure. Whenever the Employer determines that there exists a lack of work or lack of funds, that a reorganization in the operations of the Employer is necessary, or that for reasons other than those specified in R.C. 124.34 such is needed, a reduction in force (i.e., layoff or job abolishment) shall occur. The Employer shall determine in which classification(s) the layoff or job abolishment will occur. If initiated, such reduction shall occur by classification seniority within the affected classification. The employee with the least amount of classification seniority within the affected classification shall be laid off first or subject to abolishment. For layoff purposes only and not job abolishment, within the affected classification, the Employer agrees to first layoff all temporary, seasonal, and part-time employees prior to initiating a layoff of regular full-time employees. Classification seniority is calculated in accordance with Article 6, Seniority. For job abolishment, the Employer is not required to first layoff, within the affected classification, all temporary, seasonal, and part-time employees prior to abolishing a specific position within that classification. However, in all instances (both layoff and abolishment), bumping rights shall be afforded per Section 4.

Section 4. Bumping Rights. An employee who is subject to layoff or abolishment from a classification above that of police dispatcher shall be permitted to exercise his departmental seniority, if possible, to displace the bargaining unit member with the least amount of departmental seniority within any lower classification within the same classification series. In an abolishment situation, the employee displaced as a result of bumping shall have the ability to displace into a part-time position.

Section 5. Recall Rights. A bargaining unit member who is laid off shall be subject to recall for the lesser of: (1) his/her length of service as a full-time employee at the time of layoff, or (2) a period of three (3) years. Upon recall, recertification, if necessary shall be paid by the City.

Section 6. Notice of Recall. Notice of recall shall be sent to the employee by certified mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 7. Time Period to Return after Recall. The recalled employee shall have up to ten (10) business calendar days following mailing of the recall notice to return to work, unless a different date for return to work is otherwise specified in the notice beyond the ten (10) business

days. In the event of extenuating circumstances such as illness, injury of other good cause preventing the employee from returning or giving notice within the time limit above, the Employer may grant a reasonable extension not to exceed thirty (30) days. In the event such illness or injury precludes an employee from returning to work within the time limit above, including extension, such employee shall be by-passed for recall, but shall remain on the recall list. Complications of employment other than that with the Employer or absence from the City shall not be considered "extenuating circumstances" or "good cause."

Section 8. Hiring During Layoff. The Employer shall not hire into the dispatcher classification while an employee is on layoff from that classification unless the employee on layoff is first given the opportunity to return to such position.

ARTICLE 13 **APPLICATION OF CIVIL SERVICE**

Section 1. The parties agree that no section of the civil service laws contained in the Ohio Revised Code Sections 9.44, 124.01 through 124.56, nor any local ordinance of the City of Columbiana or Rules and Regulations of the Civil Service Commission of the City of Columbiana, pertaining to wages, hours, terms and other conditions of employment, shall apply to bargaining unit employees where such matter has been addressed by this agreement.

Section 2. The parties agree that the conduct and grading of entry level civil service examinations (as related to the City of Columbiana Civil Service Commission), the establishment of entry level eligible lists from examinations, and the original appointments from the eligible lists are not appropriate subjects for bargaining pursuant to Section 4117.08 ORC.

Section 3. For purposes of example, and in no way to be construed as all inclusive or a limitation of Section 1 above, the following contract articles and/or sections specifically preempt and/or prevail over the statutory rights of bargaining unit members as set forth below:

<u>Contract Article</u>	<u>Statute/Regulation Preempted (All Statutory References include Corresponding OAC Sections, MCSC Rules, & Local Ordinances)</u>
Article 5, Probationary Periods	ORC 124.27; ORC 124.34; ORC 733.35; ORC 737.12
Article 6, Seniority	ORC 9.44; ORC 124.321-124.328; ORC 124.37; ORC 742.371
Article 10, Discipline	ORC 124.34; ORC 733.35; ORC 737.12
Article 11, Grievance Procedure	ORC 124.34
Article 12, Layoff & Recall	ORC 124.321-124.328; ORC 124.37; ORC 737.371
Article 15, Overtime/Court Time	ORC 737.07
Article 16, Holidays	ORC 325.19
Article 17, Vacation	ORC 9.44; ORC 325.19; ORC 737.07
Article 18, Sick Leave	ORC 124.38; ORC 124.39

ARTICLE 14

HOURS OF WORK

Section 1. Workweek. A week shall be defined as seven (7) calendar days and shall begin at 00:01 hours Sunday and will end at 23:59 hours on Saturday.

Section 2. Normal Schedule. The regular work week schedule shall consist of five (5) consecutive days of eight (8) hours each for Dispatch for a total of forty (40) hours, scheduled during the course of the regular workweek.

Section 3. Work Schedules. Whenever permanent changes in the regular work schedule are necessary, each employee shall be permitted to select from the available schedules, based on classification seniority. Schedules shall be posted in the work location a minimum of one (1) week in advance of the effective date.

ARTICLE 15

OVERTIME

Section 1. Mandatory Overtime. The Employer may schedule or order bargaining unit personnel to work overtime in excess of the regularly scheduled work day when departmental or operational needs require.

Section 2. Contractual Overtime. Overtime pay shall be computed on the basis of hours worked in excess of forty (40) in the normally scheduled work period. The overtime pay rate shall be one and one-half (1 1/2) of the employee's base hourly pay rate. "Hours worked" shall include actual work hours, holiday time, vacation time, and compensatory time. Only one (1) premium applies to any one (1) time period, i.e., there is no pyramiding of hours.

Section 3. FLSA Overtime. As provided for by the FLSA, overtime compensation will be based upon the employee's hourly rate of pay plus any applicable pay supplements. For purposes of FLSA Compliance, FLSA overtime shall be paid on those hours worked in excess of forty (40) hours during a seven (7) day, one hundred sixty-eight (168) hour workweek. Contractual overtime shall be paid in accordance with the contract and FLSA overtime shall be paid in accordance with the FLSA.

Section 4. Overtime Distribution. The Employer shall distribute overtime as equally as possible within each classification and shift, and in consideration of special skills, details, and/or needs of the Department. Overtime rotation shall start anew at the commencement of each calendar year. Questions with regard to the distribution of overtime shall be the proper subject for a labor/management meeting.

Section 5. Overtime Procedure. The Employer shall make a reasonable effort to fill vacant shifts to maintain no less than one (1) Dispatcher on duty at any time. Nothing herein shall prohibit the Employer from using part-time police officers or dispatchers to fill in for absence. When the Employer determines that overtime is necessary for full-time personnel, the procedure to offer overtime shall first be by offering those on shift to hold over, and those on the next scheduled shift to come in early, then those on the following scheduled shift shall be asked to

come in early. Then, the procedure shall be in accordance with a rotational list in order of departmental seniority. Refusal to work or failure to answer the call shall count as if the employee worked the overtime. An employee may ask that his/her name be removed from the overtime rotational list, and may have his/her name restored at any time. Should an employee be restored to the list at his/her request, he/she shall be placed at the bottom of the overtime rotation list.

Section 6. Compensatory Time. An employee may notify the supervisor at the time the overtime is assigned that he/she wished compensatory time off at one and one-half (1 1/2) hours per hour worked in lieu of cash. Compensatory time may accrue up to one hundred (100) hours. No employee may have more than one hundred (100) hours to his/her credit at any time. Upon reaching one hundred (100) hours of compensatory time, all subsequent overtime will be compensated in the form of wages. The use of compensatory time must be scheduled for a time mutually satisfactory to the employee and the employer. Compensatory time shall be used within six (6) months of its accrual.

The Employer may cash out any and all unscheduled compensatory time of employees at any time by providing two (2) weeks notice. Cash-out of compensatory time is at the rate currently being paid to the employee.

Section 7. Compensatory Time Banks. The Employer agrees that it will not establish separate compensatory time banks for compensatory time earned under the contract and compensatory time earned under the FLSA.

ARTICLE 16 **HOLIDAYS**

Section 1. Recognized Holidays. Regular full-time employees receive the following eleven (11) paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Good Friday
Presidents Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

Section 2. Date of Observance. Holidays shall be observed on the actual calendar day the holiday falls, without regard to the day on which the legal holiday falls

Section 3. Holiday Pay/Time. Each employee in the bargaining unit shall be credited on January 1 of each year with eight (8) hours for each holiday specified in Section 1, above, which holiday time must be used within the calendar year. Employees may not convert holiday time to cash, except as provided herein, nor may holiday time be carried over from one year to the next. At the beginning of each year, each employee may designate all or a portion of the holiday time to be given as holiday pay for the coming year. In such instances, the employee would receive eight (8) hours of pay for the holiday provided that he meets the eligibility requirements of Section 5. The

annual allotment would then be reduced by the number of days designated for holiday pay. Such designation must be made prior to the end of November each year.

Section 4. Holiday Pay Rate. An employee who is required to work on a holiday specified herein shall receive one and one-half (1 1/2) times his/her hourly rate for all hours worked on the holiday.

Section 5. Holiday Pay Eligibility. In order to be eligible to receive holiday pay, an employee must work his last scheduled work day before the holiday and the first scheduled work day after the holiday. The Employer may waive this requirement in where it determines such is warranted.

Section 6. Proration upon Separation. Any employee separating from service who has utilized holiday time for holidays occurring after the date of separation will be required to reimburse the City from his separation payment for any time utilized but not earned.

ARTICLE 17 **VACATIONS**

Section 1. Accrual/Service Credit. Vacation service credit is based upon years of uninterrupted years of continuous full-time service with the City of Columbiana and such other prior part-time service as provided for in Section 6 of this article. Full-time employees regularly scheduled to work forty (40) hours each week will earn vacation benefits as follows:

<u>Years of Service with the City</u>	<u>Vacation days</u>
1 year	Eighty (80) hours (Pro rata)
2 years	Eighty (80) hours
6 years	One hundred twenty (120) hours
12 or more years	One hundred sixty (160) hours
18 or more years	Two hundred (200) hours
25 or more years	Two hundred forty (240) hours

Section 2. Crediting of Vacation Time. Regular full-time employees must complete one (1) full year of continuous service since the last date of hire with the City before becoming eligible for vacation. An employee leaving employment prior to completing one (1) year as a full-time employee will receive no vacation benefit.

On the first anniversary of employment, an employee is credited with pro rata vacation calculated from the one (1) year anniversary date until the next January 1. On January 1 of each succeeding year, an employee is credited with the vacation to which he/she is entitled on the next following anniversary date.

Section 3. Scheduling/Requests. Vacation schedules will be established, with due regard to seniority, and in such a manner that the efficiency of the department is not diminished and that overtime costs are minimized. Classification seniority shall be used for the purpose of selection of vacation. Whenever two (2) or more members of a bargaining unit request the same dates ninety (90) or more days in advance, the employee with the greatest department seniority shall be given preference. Whenever two (2) or more members of a bargaining unit request the same dates less than ninety (90) days in advance, days shall be awarded on a "first-come, first-serve" basis.

Section 4. Vacation Year/Preference. The vacation year is defined as January 1 through December 31. An employee must express a vacation preference to the Chief or his designee as soon as practicable after January 1 for vacations to be taken during that calendar year.

Section 5. Required Usage/Carry-Over. Vacation leave must be taken by the employee during the year in which it is earned. Employees may carry over one (1) year of accrual to the next calendar year, except that an employee who will be eligible to retire within two (2) calendar years, and who has notified the City that he/she will retire, may carry a maximum of three (3) years accrual.

Section 6. Service Credit. "Service credit" for vacation purposes is defined as uninterrupted length of continuous service as a full-time employee from his/her latest date of hire with the City. In addition to full-time service, the Employer will credit up to one (1) year service for part-time service with the Department, calculated on a pro-rata basis. Time off on layoff or an approved leave of absence for up to six (6) months will count as service for vacation purposes when an employee returns to full-time status.

ARTICLE 18

SICK LEAVE

Section 1. Accrual. Each member of the bargaining unit shall earn sick leave at a rate of 9.2 hours of sick leave for each one hundred sixty (160) hours worked. "Hours worked" for purposes of this section shall not include overtime or premium time.

Section 2. Accumulation. Sick leave shall accumulate without limit.

Section 3. Usage. Upon the approval of the Employer, a member of the bargaining unit may use sick leave for:

- A. Illness or injury of the employee, or illness or injury of a member of the employee's immediate family, defined as spouse, children, and parents where the presence of the employee is reasonably necessary;
- B. Not more than forty (40) hours for illness or injury of a member of the employee's immediate family not covered under "A" where the presence of the employee is reasonably necessary;
- C. Exposure of the employee to a contagious disease that would have the potential of jeopardizing the health of the employee or the health of others;
- D. Medical, dental or optical examinations or treatment of the employee or a member of the employee's immediate family, as defined in subsection "A" herein, where the presence of the employee is necessary and the appointment cannot be scheduled during non-work time;
- E. Disability due to pregnancy, childbirth or related medical conditions;

- F. Care of the employee's wife or family during the post-natal period, the leave not to exceed five (5) workdays; or
- G. Bereavement leave not to exceed three (3) days for the death of a member of the employee's immediate family including a step-child whose primary residence is the residence of the employee. Five (5) days may be used for the death of a father, mother, spouse or child.

For purposes of subsection "G," "immediate family" is defined as parent, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or a legal guardian of other person who stands in place of a parent (in loco parentis).

Section 4. Minimum Usage Increments. Sick leave is charged in minimum units of one-quarter (1/4) hour.

Section 5. Sick Leave Conversion. Employees who retire after a minimum of ten (10) years full-time service with the City and who are in good standing at the time of their retirement from active service may choose to be paid in cash for one-fourth (1/4) the value of his/her earned but unused sick leave credit. The maximum payment may not exceed three hundred (300) hours.

Section 6. Notification of Absence/Return Date. An employee who is to be on sick leave shall notify the Chief or his/her designee of such absence and the reason therefore, at least one (1) hour prior to the start of his/her work shift each day s/he is to be absent. Daily notification shall not be necessary for absences in excess of three (3) days that are documented with a physician's certificate with an expected return to work date. The Chief is to be notified as soon as the bargaining unit member learns that the expected return to work date has been changed.

Section 7. Death during Service. In the case of death of a bargaining unit member who has at least ten (10) years service, the employee shall be considered to have retired on the date of death, and any sick leave benefit due shall be paid by the City to: a) the surviving spouse, and if none; b) equally to any children eighteen (18) years of age or older, and if none; then c) to the estate.

Section 8. Employer Required Examinations. If the City has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a threat to himself or others, the City may order an examination by an appropriately qualified medical professional, at the Employer's expense.

Upon receipt of the medical professional's opinion on fitness for duty, the Employer, the OPBA, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable, then the employee will be placed on sick leave, family medical leave, or disability separation.

ARTICLE 19

WAGES

Section 1. Annual Salaries and Base Hourly Wage Rates. Wage Rates shall remain unchanged, unless altered through re-opener, for the duration of the Agreement. The following

base annual salaries and hourly wage rates shall apply to those bargaining unit classifications covered by this Agreement.

Classification	Step	Base Hourly Rate	Annual Salary
Dispatcher	Entry	\$11.24	\$23,384.40
Dispatcher	After Probation	\$11.77	\$24,475.67
Dispatcher	After 1 year FT	\$11.99	\$24,943.36
Dispatcher	After 3 years FT	\$12.74	\$26,502.32
Dispatcher	After 5 years FT	\$13.49	\$28,061.28
Dispatcher	After 7 years FT	\$14.24	\$29,620.24
Dispatcher	After 10 years FT	\$14.99	\$31,179.20

Section 2. Head Dispatcher/TAC Officer Hourly Rate Supplement. In addition to the hourly rates provided above, any dispatcher assigned to serve as Head Dispatcher or the TAC officer shall receive the following hourly supplement:

TAC Dispatcher	\$.22/hour
Head Dispatcher	\$ 1.83/hour

Section 3. Wage Schedule Administration. All members of the bargaining unit hired prior to April 15, 2011, shall be grandfathered into the previous wage schedule and shall not be subject to the time based step limitations contained in Section 1. Those members shall move through the previous steps of the wage scale until such time as they reach the top of previous wage scale. At that time, members hired prior to April 15, 2011, shall transition onto the new scale at the top rate and receive increases as may be applicable under the parties' Agreement. Those members after April 15, 2011, shall receive pay and advance through the applicable classification in accordance with Section 1. The parties agree that movement within the step system is only effective to the extent that the parties' agreement is in effect, and that movement between steps shall not occur in any future negotiations after the expiration of the parties' agreement until such time as a new agreement is in effect.

Section 4. Advanced Placement on Scale. At the discretion of the Employer, newly hired employee may be placed at a wage step commensurate with such employee's prior, certifiable experience and/or licensure qualifications. The step placement shall be made at the time of original appointment. After the appointment is made the employee will be treated as already having the service time for purposes of the wage scale only and then advance subsequently through the scale by adding such time to his actual full-time service time with the department.

Section 5. Longevity for those Hired Prior to January 1, 2008. In addition to the base wage, eligible department employees will receive a longevity supplement of one percent (1%) of their base rate for each full year of service in excess of five (5) years as a full-time member of the Police Department. "Full-time member of the Police Department" shall mean credit for all full-time service and up to one (1) year credit for any part-time service with the Department. Such longevity shall be added to the base rate of the eligible employee as of January 1 of each year and will be based upon whole years of service completed as of that date and shall be limited to twenty (20) years of credited service as a full-time member of the police department.

Section 6. Longevity for those Hired After to January 1, 2008. All eligible department employees hired after January 1, 2008, shall not be entitled to the longevity supplement set forth in Section 1 above, but in lieu thereof, shall receive a longevity supplement based upon years of service as a full-time member of the Police Department according to the following schedule:

Years 5-9	\$ 600 per year
Years 10-13	\$ 720 per year
Years 14-18	\$ 950 per year
Years 19-22	\$1,200 per year
Years 23 and over	\$1,380 per year

ARTICLE 20

SHIFT DIFFERENTIAL

Section 1. A shift differential of forty cents (\$.40) per hour will be added to the hourly rate of employees working afternoon and night shifts.

ARTICLE 21

EDUCATIONAL CERTIFICATE BONUS

Section 1. Each member of the bargaining unit who holds an Associate's Degree from a bona fide college or university shall receive a bonus of six cents (\$.06) per hour.

Section 2. Each member of the bargaining unit who holds a Bachelor's Degree from a bona fide college or university shall receive a bonus of twelve cents (\$.12) per hour.

Section 3. Each member of the bargaining unit who holds a Master's Degree from a bona fide college or university shall receive a bonus of eighteen cents (\$.18) per hour.

ARTICLE 22

INSURED BENEFITS

Section 1. The Employer shall make available to all full-time bargaining unit members comprehensive major medical/hospitalization health care insurance and ancillary coverage. The Employer shall select carriers/providers and otherwise determine the method of provision and coverage levels, which may be subject to change. The participating employee may elect coverage (i.e., single, family, two-party, etc.) as provided under the offered plan(s).

Section 2. Contribution Rates. Employee participation costs, as may be applicable, shall be made through payroll deduction. Each employee responsible for any health plan costs shall sign a payroll authorization form for the applicable deduction in order to participate in or continue coverage. Upon enrollment/application of an eligible employee, coverage will commence in accordance with the provisions of the plan, plan provider, or administrator, as applicable. Contribution rates during the course of the Agreement are as follows:

The Employer shall contribute ninety percent (90%) and bargaining unit members shall contribute ten percent (10%) for the monthly premium cost of health care coverage.

Section 3. Prescription Drug Deductible. Effective upon execution and for the remainder of 2011, the drug deductible will be thirty dollars (\$30.00) non-generic and fifteen dollars (\$15.00) generic. For the year 2012, the drug deductible amounts will be set pursuant to Sections 5 & 6.

Section 4. Health Insurance Waiver. Employees who voluntarily waive health insurance coverage may do so in writing through the Finance Department of the City and by providing proof of alternate coverage in January of each year. Such employees may be readmitted to the Plan in accordance with, and subject to, the provisions of the Plan. Employees who waive health insurance coverage shall receive fifty dollars (\$50.00) per month for each month insurance is waived. Where the City provides coverage for husband and wife, neither are eligible for the waiver stipend.

Section 5. Insurance Committee. The Employer and Union agree that an insurance committee is created consisting of the following: one (1) management representative of the City, one (1) representative for the OPBA bargaining units, one (1) representative for AFSCME, and one (1) non-bargaining unit, non-management employee chosen by the Employer. The Union agrees to participate in this committee. The purpose of this committee is to review benefit levels, review costs, review usage history, investigate other plan designs and/or policies that may provide a savings in insurance costs, and formulate recommendations for effective plan management. The committee shall make recommendations to the City concerning a plan design and/or policy and such recommendations shall be made by majority vote of the committee. In the event of a tie vote, the City Manager/designee shall cast the deciding vote.

Section 6. Committee Recommendations. The Committee established above may recommend a change in plan design and/or policy, in which event the recommendation shall be transmitted to City Council for consideration for adoption. All parties to the committee agree that actions taken by the Employer to adopt and implement recommendations of the committee shall not be subject to the grievance procedure or any other avenue of appeal.

Section 7. Life Insurance. The City will provide term life insurance coverage to bargaining unit members in the amount of fifty thousand dollars (\$50,000). The City shall pay the cost of such life insurance coverage.

Section 8. Flex Care Plan. Each employee and eligible dependent will have two hundred dollars (\$200.00) credited to them as an insurance flex plan each calendar year. The amounts may be used for dental and vision care. The amounts may be used for other health care costs as approved by the insurance administrator.

ARTICLE 23

ATTENDANCE BONUS

Section 1. In January of each year, employees will be eligible to receive a bonus payment based upon the amount of sick leave utilized in the previous calendar year, "Sick leave used in the prior calendar year" shall not include any sick leave for which the employee was on approved Family and Medical Leave, or on funeral leave.

Section 2. Bonus Schedule. The bonus payment schedule shall be as follows:

<u>Number of Sick Call-offs</u>	<u>Payment Amount</u>
0 Sick Call-offs	\$600.00
1 Sick Call-off	\$500.00
2 Sick Call-offs	\$400.00
3 Sick Call-offs	\$300.00
4 Sick Call-offs	\$200.00
5 Sick Call-offs	\$100.00

ARTICLE 24

PERSONNEL FILES AND RECORDS

Section 1. Any employee may view her/his personnel file in the presence of a management employee during non-work times. Employees may not remove any article from the file. Should the employee wish copies, one (1) copy will be provided at no cost.

Section 2. Should any member have reason to believe that there are inaccuracies in documents contained in his/her personnel file, s/he may write a memorandum to the Chief explaining the alleged inaccuracy. Should the Chief agree that the entire document is inaccurate, it shall be removed from the file. Any item in a document which is agreed by the parties to be inaccurate shall be noted thereon and signed by the Chief. Should the Employer not agree with the position of the employee, the Chief shall attach the employee's memorandum to the document in the file.

ARTICLE 25

BULLETIN BOARDS

Section 1. The Employer agrees to provide space for a bulletin board in an agreed upon area of the Police Department for use by the OPBA.

Section 2. All notices which appear on the bulletin boards shall be initialed, posted, and removed by a local OPBA director or his designee. It is understood that no material may be posted on the OPBA bulletin board at any time which contains political messages on local issues, attacks upon city or county elected or appointed officials, or political endorsements of candidates for city or county office.

Section 3. No OPBA related materials of any kind may be posted anywhere in the Employer's facilities or equipment except on the bulletin board areas designated for use by the OPBA. Employees are prohibited from wearing political buttons, badges or the like during working hours.

ARTICLE 26

WAIVER IN CASE OF EMERGENCY

Section 1. In the case of an emergency declared by the President of the United States, the Governor of the State of Ohio, or the Mayor of the City of Columbiana, such as acts of God and civil disorder, the following conditions of this Agreement shall automatically be suspended:

- A. Time limits for Management or the Union's replies on grievances;
- B. All work rules and/or agreements and practices relating to the assignment of all employees.

Section 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 of the Agreement and shall proceed from the point in the Grievance Procedure to which they (the grievance[s]) had properly progressed:

ARTICLE 27

SEVERABILITY

Section 1. In the event that any provision of this Agreement shall at any time be found to be contrary to state and federal law by a court of competent jurisdiction, such provision shall be void and inoperative to the extent that it violates the law; however, all other provisions of this Agreement shall continue to be in effect. Should this occur, within thirty (30) calendar days the City and the OPBA representatives will meet for the purpose of discussing a mutually satisfactory replacement for such provisions. In the event that the parties are unable to agree, either party shall have the ability to file for negotiations over the invalidated matter only under R.C. 4117.

ARTICLE 28

TRAINING, EXPENSE REIMBURSEMENT AND TRAVEL

Section 1. Training/Travel Time. Where the Chief and City Manager approve a member of the bargaining unit to attend off-site training, the time spent in training and a reasonable time spent for travel shall count as hours worked, up to a maximum of the employee's regularly scheduled hours per day for police.

Section 2. Where training is approved pursuant to Section 1 above, the Employer shall pay the cost of training.

Section 3. Expense Reimbursement. Expenses for mileage, meals and lodging shall be reimbursed in accordance with the Employer's policy.

ARTICLE 29

UNIFORMS

Section 1. Amount. An account shall be established for each dispatcher on an annual basis for a uniform allowance in the amount of three hundred fifty dollars (\$350.00) Employees are required to wear uniforms as specified by the Employer and to keep them in good repair.

Section 2. Payment. Uniform allowance shall be payable, by check with appropriate taxes withheld, by January 15 of each year.

Section 3. Proration. A pro-rata share of the full allowance shall be paid to members of the bargaining unit upon completing his/her probationary period. The employee shall be credited

with one-twelfth (1/12) of the uniform allowance each month during the first year of hire.

Section 4. Personal Property Reimbursement. If personal property of a member of the bargaining unit is damaged, or destroyed as a result of actions arising out of the member's performance of his/her official duties, the Employer shall compensate the member for the property, repair the property, or replace the property to a limit of two hundred twenty five dollars (\$225.00) upon the approval of the Chief.

Section 5. Reimbursement Procedure. The member must file a report of the incident within forty-eight (48) hours of destruction or damage. The report will contain a description of the property, explanation of how the property was lost, destroyed, or damaged, and an estimated cost of repair and replacement. Where practicable, the property shall be available for inspection, which is to take place within seventy-two (72) hours of the incident except in unusual circumstances. The damaged property is to be returned to the member of the bargaining unit.

ARTICLE 30 **PAYCHECKS**

Section 1. Errors in paychecks exceeding two hundred dollars (\$200.00) shall be corrected within two (2) business days of notification to the Finance Department.

Section 2. Year to date itemizations shall be included on all pay stubs.

ARTICLE 31 **PAID ADMINISTRATIVE LEAVE**

Section 1. An employee may be placed on paid administrative leave while the City investigates incidents that could lead to disciplinary action. Except as otherwise provided in Article 10, said employee will not lose pay, fringe benefits, or seniority while on paid administrative leave. Administrative leave with pay shall not be considered a disciplinary measure. Administrative leave shall be at the discretion of the Chief of Police.

ARTICLE 32 **CALL OUT**

Section 1. A member of the bargaining unit shall receive a minimum of three (3) hours at the appropriate rate when required to appear for duty for hours which do not abut the scheduled working hours.

ARTICLE 33 **MILITARY LEAVE**

Section 1. Unpaid Military Leave. Any military or leave of absence for uniformed service, which is otherwise to be or permitted to be an unpaid leave of absence in accordance with the laws of the State of Ohio or Federal law, shall remain unpaid.

Section 2. Military Leave. Bargaining unit members shall be eligible to receive leaves of absence

under ORC 5923.05 when engaged in uniformed services, including but not limited to, the Ohio Organized Militia as defined in ORC 5923.01.

Section 3. Military Leave Benefits. In the event that a bargaining unit member's gross uniformed pay and allowances to which such employee is entitled during a leave of absence as provided for in ORC 5923.05(A)(1) and (2) is less than such employee's municipal pay for such period of time, such employee shall be paid by the municipality only the difference in money between such employee's municipal pay and such employee's military pay for such period of time.

ARTICLE 34

JURY DUTY

Section 1. Employees shall be granted leave with pay when required to serve on a jury during regularly scheduled work hours. Employees are required to return any monies received for jury duty to the City Payroll Office. Employees will be moved to day turn for the duration of their jury duty.

ARTICLE 35

COURT LEAVE

Section 1. Any member of the bargaining unit who is required to appear in any court of record outside regular duty hours as an incident to his/her duties shall receive a minimum of three (3) hours at the appropriate rate for such appearance. For travel to and from the Court, the City shall either provide a departmental vehicle or compensate members of the bargaining unit at the current mileage reimbursement rate, at the option of the City.

Section 2. Employees who appear in court on behalf of the City may keep any compensation which they receive for the appearance or expenses related to the appearance.

ARTICLE 36

DRUG FREE WORKPLACE

All bargaining unit members agree to comply with the City's Drug-Free Workplace Policy attached hereto as Exhibit B and incorporated herein.

ARTICLE 37

DURATION OF AGREEMENT

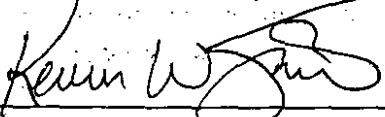
Section 1. This Agreement shall be effective January 1, 2011, and shall continue in full force and effect for three (3) years ending December 31, 2013, unless either party, not less than sixty (60) days prior to the expiration date of this agreement, gives notice to the other of notice to negotiate or to terminate, modify, or negotiate a successor agreement.

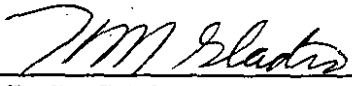
SIGNATURE PAGE

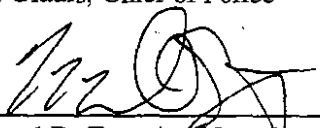
IN WITNESS WHEREOF, the parties have caused this agreement to be executed on this October 31 day of 2011.

FOR THE CITY OF COLUMBIANA

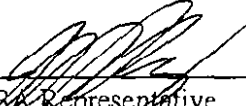

Keith Chamberlin, City Manager

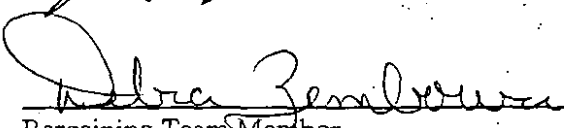

Kevin Smith, Finance Director


Tim Gladis, Chief of Police


Michael D. Esposito, Negotiator
Clemans, Nelson & Associates, Inc.

FOR THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION


OPEA Representative


Bargaining Team Member

SIDE LETTER
RE-OPENER

Section 1. The Union may file to re-open the contract on Article 19, Wages, for years two (2) and three (3) pursuant to R.C. 4117.

SIDE LETTER
LUMP SUM PAYMENTS

The two (2) bargaining unit members whose longevity is percentage based but currently capped out under Article 21, Section 5 shall receive a three hundred twelve dollar (\$312.00) lump sum payment within thirty (30) days of execution of the parties' Agreement.