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AGREEMENT
BETWEEN
THE CITY OF FOSTORIA
AND
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
DISPATCHERS UNIT

Expires May 31, 2017

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ARTICLE 1
PURPOSE

THIS AGREEMENT is entered into between the City of Fostoria, Ohio (hereinafter referred to as the "City," "Employer," or "Management") and the Ohio Patrolmen's Benevolent Association (hereinafter referred to as the "O.P.B.A." or "Union"), in recognition of the common interest in public service to the citizens, and for the purpose of achieving better understanding between the parties, as well as for the purpose of providing for the peaceful settlement of any differences which may arise between the parties.

ARTICLE 2
MANAGEMENT'S RIGHTS

Except to the extent expressly modified by a specific provision or provisions of this Agreement, the Management reserves and retains solely and exclusively all of its statutory and common law rights to manage the operation of the Division of Police of the City of Fostoria, Ohio, as such rights existed prior to the execution of this or any other previous agreement with the O.P.B.A. The sole and exclusive rights of the Management, which are not abridged by the Agreement, shall include, but are not limited to, its rights to determine the facts which are the basis of the Management decisions; to establish or continue policies, practices or procedures for the conduct of the Division of Police and its services to the citizens of Fostoria, and from time to time to change or abolish such practices or procedures; the right to determine and from time to time redetermine the number, locations, and relocation and types of its employees or to discontinue any performance by employees of the City of Fostoria within the Division to determine the number of hours per day or week any operation of the Division of Police may be called on; to select and determine the number and types of employees required; to assign such work to such employees in accordance with the requirements determined by Management authorities; to establish training programs and upgrading requirements for employees within the Division; to transfer, promote or demote employees for just cause, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons, to determine the facts of lack of work or other legitimate reasons; to continue, alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise discipline employees for just cause and otherwise to take such measures as the Management may determine to be necessary for the orderly and efficient operation of the Division of Police for the City of Fostoria, Ohio, provided, however, nothing herein shall prevent employees from presenting their grievances for an alleged violation of any Article or specific term of this Agreement.

ARTICLE 3
RECOGNITION

Section 3.1. The City recognizes the Ohio Patrolmen's Benevolent Association as the sole and exclusive bargaining agent for all full-time dispatchers in the bargaining unit. The bargaining unit shall include all full-time dispatchers employed by the City of Fostoria.

Section 3.2. Bargaining Unit Exclusions. All employees whose classification is not listed in Section 1 above shall be excluded from the bargaining unit.

In addition, the following groups of employees are excluded from the bargaining unit:

- A. Those classes which, on the effective date of this Agreement, are represented by other recognized bargaining agents.
- B. Temporary, seasonal and part-time employees.
- C. Management employees.

Section 3.3. Scope of Bargaining. As provided by Ohio Revised Code 4117.68, the O.P.B.A. has sole and exclusive bargaining rights on the following subjects:

- A. Wages;
- B. Hours;
- C. Fringe benefits; and
- D. Terms and conditions of employment.

ARTICLE 4 **PROBATIONARY PERIOD**

All new dispatchers shall be considered probationary employees for a period of one (1) year from the beginning of employment. As such, a probationary employee may be dismissed during the probationary period at the sole discretion of the City. If such employee is retained beyond the probationary period, he/she shall immediately be classified as a dispatcher.

ARTICLE 5 **NONDISCRIMINATION**

There shall be no discrimination, harassment, or pressure by the City or the Union against any employee on the basis of such employee's membership or non-membership in the O.P.B.A. Additionally, neither the Management, nor the O.P.B.A. shall discriminate on account of race, color, creed, religion, military status, sex, political affiliation or qualifying disability, which can be reasonably accommodated.

Whenever the context so requires, the use of words herein the singular shall be construed to include the plural, the words in the plural, the singular words, whether in the masculine, feminine or neuter genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders, it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 6
AGENCY SHOP AND DUES DEDUCTION

Section 6.1. Fair Share Fee and Payroll Dues Deduction. It is hereby agreed between the City and O.P.B.A. that as a condition of employment, and after a period of sixty (60) days immediately after employment or the effective date of this Agreement, all employees in the bargaining unit shall either become a dues-paying member of the O.P.B.A., or remit a fair share fee in an amount as determined and certified to comply with applicable requirements of law; each month the City shall send the dues amount deducted from the pay of members and fair share fee payers to the O.P.B.A.

Section 6.2. The O.P.B.A. agrees to indemnify and hold the City harmless against any and all liability, including, but not limited to, such items as: wages, damages, awards, fines, court costs and attorney fees, which may arise by reason of, or result from, the operation of this Section of this Agreement.

Section 6.3. Union Representatives. The Union is authorized to select one (1) director and one (1) alternate director. In addition, any shift not represented by a director or alternate director may select a shift representative. The Union shall certify to the City in writing the names of each representative. If a representative's name is not listed, he/she will not be granted time away from his/her job to conduct approved Union business.

Section 6.4. Negotiating Committee Member. Reasonable time off without loss of pay for a Negotiating Committee Member may be granted by the Chief during the negotiating period referenced in Article 32, herein. Such time off shall not be unreasonably denied.

Section 6.5. Investigation. A Union representative, upon reasonable notice by him/her and authorization from the Chief or his/her designee, shall be allowed reasonable time off without loss of pay to investigate grievances, alleged grievances, and attend disciplinary investigations and/or hearings. Permission to investigate and/or process such grievances will not be unreasonably denied.

Section 6.6. Union Leave. The director and alternate director shall be granted up to two (2) days per year each, with pay, to perform Union functions, plus one (1) additional day each, per year without pay for the same purpose.

ARTICLE 7
DISCIPLINE

Section 7.1. No employee shall be disciplined except for just cause. Probationary removals and probationary reductions shall not be considered discipline in accordance with Article 7.

Section 7.2. Except in instances where the employee is found guilty of serious misconduct, discipline will be applied in a corrective and progressive manner.

Section 7.3. As part of its investigation into alleged misconduct, Management may require a report from the employee or probationary employee within seventy-two (72) hours of Management's request. Written results of an official investigation shall be provided to the employee. The employee shall be provided discovery of material utilized to discipline him/her not more than ten (10) days subsequent to the completion of the investigation.

Section 7.4. Whenever Management determines that there may be cause for an employee to receive a verbal recorded reprimand or a written reprimand, that employee shall receive a copy of the reprimand.

Section 7.5. Whenever Management determines that there may be cause for an employee to be suspended, reduced in rank or pay, or discharged, the employee shall be apprised of the alleged charge in writing, and a predisciplinary conference will be scheduled no sooner than forty-eight (48) hours from the time of notice, to give the employee an opportunity to offer an explanation of the alleged misconduct. The employee may elect to have a representative of the O.P.B.A. present at any such predisciplinary conference.

Disciplinary meetings will be held during the employee's regularly scheduled work hours except when the matter concerns third shift personnel. Disciplinary meetings involving third shift personnel will be scheduled at the conclusion of the employee's shift unless mutually agreed to by all concerned parties.

Employer shall issue a report to the employee and the O.P.B.A. no later than five (5) workdays after the date of the hearing indicating whether there is cause to believe that the alleged conduct occurred, and recommending discipline, if any.

Section 7.6. The City agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. Any employee in disagreement with the action taken by the City may file a grievance in accordance with the grievance procedure contained in this Agreement. In cases of disciplinary actions involving suspensions, reductions or discharges, an employee may initiate a grievance at Step 3 of the grievance procedure contained herein.

Disciplinary action shall have force and effect in subsequent disciplinary actions according to the following schedule:

Verbal Warning	6 months
Written Warning	18 months
Suspension	24 months

Section 7.7. The City will keep only one (1) personnel file on any bargaining unit employee. Each employee shall be allowed to review and copy the contents of his/her personnel file at all reasonable times. Memoranda clarifying and explaining alleged inaccuracies of any document in his/her file may be added to the file by the respective employee. The Chief, his designee and/or the Safety-Service Director shall maintain the official employment files. Additionally, the personnel files are subject to review by a representative if prior written approval is submitted by the employee to the Chief. All items in an employee's file with regard to complaints and

investigations will be clearly marked with respect to final disposition. The employee will be given a copy of each item placed in his/her personnel file.

Section 7.8. The Employer shall not introduce records of discipline more than two (2) years old in a disciplinary proceeding other than discharge. Personnel records will be maintained in the manner approved by the Seneca County Records Commission, or in accordance with City policy.

ARTICLE 8 **EMPLOYEE RIGHTS**

Section 8.1. An employee has the right to the presence and advice of an O.P.B.A. representative at all disciplinary interrogations.

Section 8.2. Before an employee may be charged with a violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he/she shall be advised that his/her refusal to answer such questions or participate in such investigation may be the basis of a charge.

Section 8.3. An employee will be informed as to the nature of any investigation of himself/herself prior to any questioning. If the employee being questioned is, at the time, a witness and not under investigation, he/she shall be so advised.

Section 8.4. All complaints by civilians which may involve disciplinary action of an employee shall be in writing and signed by the complainant. The Employer will furnish a copy of the complaint to the Union upon request and will certify that it has been signed. However, the Employer need not give the Union the name of the complainant, but will produce such complaint as signed at any appropriate hearing, if held.

Section 8.5. The Chief of Police or his/her designee shall inform an employee against whom a complaint has been filed of the nature of the complaint, and the outcome of any investigation within a reasonable time after completion of the investigation. To the extent practicable, investigations shall be completed within thirty (30) days of the date of filing of a complaint.

Section 8.6. Should the Employer wish to open a locked locker and/or drawer assigned to a member of the bargaining unit, the Employer shall first notify the employee and/or Union representative and offer the employee and/or Union representative the opportunity to witness the opening.

ARTICLE 9 **GRIEVANCE PROCEDURE**

Section 9.1. General. There shall be an earnest, honest effort to settle disputes and controversies promptly. The procedures of this Article shall serve as a means of settlement of all grievances.

Section 9.2. Grievance Defined. A grievance is a complaint that Management has violated the terms of this Agreement, or that Management has improperly disciplined or discharged an employee covered by this Agreement.

Section 9.3. Procedure.

Step 1. The grievant and representative shall first discuss the grievance with his/her immediate supervisor, within seven (7) calendar days after the employee has knowledge of, or should have knowledge of, the incident upon which the alleged grievance is based. The supervisor shall respond within seven (7) calendar days.

Step 2. If the grievant is unsatisfied with the answer of the supervisor at Step 1, the grievance involves a pay issue, or if the grievance concerns an issue which the supervisor has no discretion or authority to resolve, the grievance shall be reduced to writing and presented to the Chief within seventy-two (72) hours of the supervisor's answer.

The Chief shall investigate the grievance and, if necessary, schedule a joint grievance meeting within seven (7) calendar days after receipt of the grievance. The Chief shall reply to the grievant and his/her Union representative in writing within seven (7) calendar days after completion of the grievance meeting or receipt of the grievance, whichever is later.

Step 3. If the Union is unsatisfied with the answer of the Chief at Step 2, the Union representative may appeal the decision to the Safety-Service Director or designee. He shall investigate the grievance, and if necessary, schedule a joint grievance meeting within seven (7) calendar days after receipt of the grievance by the Safety-Service Director or designee. The Safety-Service Director or designee shall reply to the Union within seven (7) calendar days after completion of the grievance meeting or receipt of the grievance, whichever is later.

Step 4. If the answer is not satisfactory to the Union, the grievance may be appealed within seven (7) calendar days to arbitration. The City and Union shall jointly request a list of Arbitrators from the Federal Mediation & Conciliation Service (FMCS) within seven (7) calendar days thereafter. Upon receipt of names from FMCS, an arbitrator shall be selected in accordance with the rules of FMCS.

Section 9.4.

- A. All decisions of the arbitrator shall be final and binding upon all parties participating. He/she shall have no power to add to, subtract from, change, modify or amend any of the provisions of this Agreement and he/she shall decide the issues presented on the basis of the reliable, substantial and preponderance of the evidence in the record of the proceedings and the express terms of this Agreement.
- B. Employees who are called by either party as witnesses, and who give non-repetitive testimony shall lose no pay for the time spent at an arbitration hearing if it is during

regular working hours. Off-duty employees called by Management as witnesses shall receive overtime payment pursuant to the provision of Article 9. The arbitrator will be paid in the following manner.

- C. The party that loses shall pay one hundred percent (100%) of the arbitrator's bill. Any additional cost, such as transcripts of the hearing, the use of legal counsel, etc., shall be borne by the individual party that makes use of such service.
- D. Only the Union may authorize an appeal to arbitration. If Management fails to answer any grievance within the prescribed limits, the grievance shall be automatically referred to the next higher step in this Article. The time limits imposed in the Article may be extended at any step by the written consent of the parties. Any step herein may be waived by the mutual written consent of the parties.

ARTICLE 10 **LAYOFF AND REDUCTION IN FORCE**

Section 10.1. Layoff, reduction in force and recall of such dispatchers on the department shall be pursuant to departmental seniority with the least senior dispatcher laid off first, etc.

All part-time dispatchers shall be laid off before any full-time dispatchers are laid off.

The City shall have the right to offer a full-time dispatcher on layoff part-time work as a dispatcher at the full-time dispatcher's normal rate of pay.

Section 10.2. In the event of a reduction in force from the police department due to lack of work or lack of funds, patrol officers may be assigned to dispatcher duties no more than four (4) hours per shift except in case of an emergency.

Section 10.3. Before any bargaining unit employees are laid off, all part-time employees and full-time civilian employees performing work done by bargaining unit employees will be laid off first. Bargaining unit members are not civilian employees performing work done by a patrol officer or detective.

ARTICLE 11 **LUNCH PERIODS**

Dispatchers shall be entitled to one half (½) hour paid lunch break per shift and may leave the station during said period. In the event of an emergency when the operational needs of the department do not allow the dispatcher to take his/her break, the dispatcher shall be allowed to take the break during the next scheduled workday. If the dispatcher goes two days without getting a lunch break, the Safety Service Director shall be notified.

ARTICLE 12
HOURS OF WORK AND OVERTIME

Section 12.1. Hours of Work. Full-time dispatchers shall work a forty (40) hour week, consisting of five (5) consecutive eight (8) hour days with two (2) days off. The most senior full-time dispatcher will be able to set and determine his/her shift and days off every six months at the times set out in Article 23. Other full-time dispatchers will select from posted schedules by seniority at such times identified in Article 23. The shifts shall be permanent.

Section 12.2. Voluntary Overtime. Overtime shall be voluntary and not required except in situations, which are deemed necessary by the Chief or his/her designee. Once an overtime assignment is accepted, it shall be considered part of an employee's normal and regular work assignment.

Section 12.3. Overtime Pay. Any employee working in excess of eight (8) hours on his/her assigned shift will be compensated at the rate of one and one-half (1½) times his/her base rate for the first two (2) hours and double time for continuously worked hours thereafter. Any employee working on his/her normal scheduled day off will be compensated at the rate of one and one-half (1½) times his/her base rate for the first eight (8) hours and double time (2) for continuously worked hours thereafter.

Section 12.4. Pyramiding. There shall be no pyramiding of premium pay for the same hours worked.

Section 12.5. Rotating Shifts. There shall be no overtime paid to employees who work more than eight (8) hours in a twenty-four (24) hour period while changing from one shift to another.

Section 12.6. Call-In Pay. Call-in pay is defined as payment for work assigned by the Chief or his/her designee including for court time as defined in Section 6 of this article, and performed by an employee at a time disconnected from his/her normal and prescheduled hours of work.

Work done in this manner shall be compensated at the rate of one and one half (1½) times the normal rate of pay with a minimum of four and one-half (4½) hours pay (three (3) hours at a pay rate of time and one-half (1½)) and shall be paid only during the time the employee is physically performing his/her assignment.

Section 12.7. Court Time. Whenever it is necessary for an off-duty dispatcher to appear in court, or pretrial conferences, for the prosecution of a criminal or civil case, such officer shall be compensated in accordance with the provisions of Section 5 of this article. Any witness fees received as a result of court appearances in connection with City employment shall be turned over to the Chief within three (3) days of receipt of such fees. Any travel pay received when an employee uses City supplied transportation will similarly be turned over to the Chief, in accordance with the above provision.

Section 12.8. When an employee is on the midnight shift and is scheduled to appear in court or pretrial conferences for the prosecution of a criminal or civil case, within two (2) hours after his/her scheduled quitting time, or by 10:00 a.m., it shall be considered a continuous shift.

Any appearance in a civil case must have arisen as a result of police activities.

Section 12.9. When an employee is called for standby duty by either the Chief of Police or designee, the employee shall receive one-half (½) times pay, with a minimum of four (4) hours in addition to regular hours actually worked.

Section 12.10. Full-time dispatchers shall be called in for overtime before a part-time dispatcher or patrol officer is utilized. Full-time patrol officers shall not fill an overtime opportunity arising in the communications division except in circumstances of a temporary nature where a full-time dispatcher is not otherwise immediately available.

Overtime Equalization.

- A. Overtime shall be based on equalization of overtime among the dispatchers and shall be implemented as follows:
- B. All overtime assignments shall be counted on the list.
- C. When an overtime opportunity becomes available, the officer-in-charge shall call full-time dispatchers beginning with the full-time dispatcher who has the least number of hours on the list. If hours are equal, seniority shall govern with the most senior full-time dispatcher being offered overtime first. If no full-time dispatchers are available, then the overtime will be offered to part-time dispatchers.
- D. Overtime offered and refused shall not be charged as if worked.
- E. Employees on sick leave, injury leave, or leave of absence in excess of thirty (30) days, upon return to work, shall be charged the average number of overtime hours worked during the leave period.
- F. New employees added to the list shall be charged the maximum number of hours. Probationary employees need not be placed on the list, but may be added, at the sole discretion of the Chief. Probationary employees not added to the list shall not be offered overtime.
- G. All time will be reduced to zero (0) on the implementation of this Agreement and on January 1 of each year thereafter.
- H. Mistakes in offering overtime will be corrected by offering the dispatcher who was missed the next available opportunity.

Section 12.11. Compensatory Time. Compensatory time off in lieu of overtime pay shall be granted at the option of the employee. It shall be granted at the rate of overtime pay, i.e., time

and one-half (1½), or double time (2) if the overtime is subject to Article 12, Section 2. Compensatory time may not be accumulated in excess of one-hundred (100) hours and must be taken subject to the approval of the shift supervisor. However, an employee may elect to carry over compensatory time to the following year, but can still not accumulate more than one-hundred (100) hours total. When the employee is paid for compensatory time, it shall be reconverted to overtime pay and paid to the employee on the first pay period in December. At the time of separation from service, for whatever reason, an employee will be paid for any unused compensatory time at the applicable rate.

Section 12.12. A dispatcher shall not be required to work more than twelve (12) consecutive hours, except in case of an emergency.

ARTICLE 13 **SICK LEAVE**

Section 13.1. Accrual and Usage. All employees shall accrue sick leave at the rate of four and six-tenths (4.6) hours for each completed eighty (80) hours of service in pay status. Sick leave shall be used for absence due to illness or injury of the employee or a member of the employee's immediate family, which requires the care of the employee, or exposure to contagious diseases which could be communicated to other employees. In addition, an employee may be granted up to two (2) days absence for paternity leave at the time of birth of offspring and subsequent convalescence of the employee's spouse. All accumulated sick time shall be posted on all bulletin boards by all departments. Employees who, after reporting for work, are then sent home on sick leave may be required when returning to duty, to sign a statement as set forth in the Ohio Revised Code, Section 124.34 to justify the use of sick leave.

Section 13.2. Employee's Responsibility. An employee who uses sick leave shall report that fact to the supervisor as soon as possible near the beginning of the employee's work shift. If an employee knows in advance that he/she plans to be on a long sick leave, it will not be necessary for him to call every day.

Section 13.3. Doctor's Certificate. In the event that an employee needs a physician's care while on sick leave, he/she shall provide the Employer with a doctor's statement. Any continuous absence, which is in excess of two (2) days, may require the certification of the employee's attending physician. Where the Employer reasonably suspects abuse of sick leave, he may require proof of the reason for absence before sick leave benefits are paid.

Section 13.4. Miscellaneous. Any employee who has accumulated one hundred twenty (120) sick days shall be paid on the first pay period of December of each year a cash payment for one-half (½) of their unused annual accrual, but such payment shall not exceed seven and one-half (7½) days.

At the time of retirement or death of any employee covered by this Agreement, the employee shall receive pay for any accumulated sick leave up to one hundred thirty five (135) days.

An employee who dies shall be entitled to the benefit within as if he had retired on the date of death. The benefit shall be paid first to the spouse, and if there is no spouse, then to the estate.

An employee who is laid off or on unpaid disability leave will, upon reinstatement to service, be credited for any unused or unpaid sick leave existing at the time of his/her layoff or leave.

The following shall apply for those employees hired after June 1, 1999:

Employees shall receive upon retirement, under a plan with the state of Ohio, fifty percent (50%) of any accumulated, but unused sick leave, to a maximum of nine hundred sixty (960) hours, or four hundred eighty (480) hours pay.

Any employee hired after May 31, 2005, shall not be eligible for either of the above described sick leave conversion upon retirement, but may be eligible for a sick leave conversion in accordance with the following provisions:

An employee with at least ten (10) years of service in the employment of the City of Fostoria in the bargaining unit classification that includes full-time dispatchers who retire from a state-sponsored retirement program, may request to convert 25% of their accumulated, but unused sick leave to pay up to a maximum of 240 hours.

Section 13.5. False Claims. Management reserves the right to withhold benefit payments to any employee who is guilty of submitting a false claim for benefits covered under this Article and may take disciplinary action, including discharge.

Section 13.6. Leave of Absence. A dispatcher with the approval of the Safety-Service Director or his/her designee, may take a leave of absence, without pay, not to exceed ninety (90) days for reasons other than sickness and accidents, and for up to one (1) year for sickness and accidents during which time seniority will accumulate. Upon expiration of said leave, the officer will be expected to return to duty.

ARTICLE 14 FAMILY AND MEDICAL LEAVE

The Employer will comply with the regulations set forth in the Family and Medical Leave Act. Any ambiguities herein shall be resolved by reference to the FMLA, 29 CFR 825, and applicable case law.

ARTICLE 15 INJURY LEAVE

Section 15.1. Service Connected Injury. Injury leave is leave of absence with pay for an employee to recover from an injury/disease received in the course of, or arising out of employment with the City of Fostoria. Injury leave is not deducted from sick leave credits, and it may be granted provided there is no evidence of negligence on the part of the injured employee, and that injury reported in writing within twenty-four (24) hours of the incident, or as

soon as able if physically incapacitated, and the employee participates in a transitional work assignment as determined by the Employer.

In the event of a service-connected injury as determined by the Industrial Commission, Bureau of Workers' Compensation and/or PERS, a leave of absence with normal pay will be granted for a period of up to ninety-six (96) work days per accident or disability. An additional period of up to ninety-six (96) work days may be granted at the discretion of the Mayor, and should any employee exhaust the benefits provided herein, he/she may use any accumulated sick leave to his/her credit. Any disapproval of injury/disease leave benefits may be referred to the employee Relations Committee provision of this Agreement.

Section 15.2. Sick Leave Reinstatement. Should any employee use any of his/her accumulated sick leave from the time of the injury/disease to the date of the allowance by the Industrial Commission, such sick leave attributed to the allowed service connected injury/disease will be reinstated to the employee's credit and the same charged to injury/disease leave subject to the maximums provided in Section 1 above.

Section 15.3. False Claim. The Management reserves the right to withhold benefit payments and take disciplinary action up to and including discharge against any employee who is guilty of submitting a false claim for benefits covered in the Article or for working for another employer while on injury/disease leave.

SECTION 16 **FUNERAL LEAVE**

Section 16.1. A regular full-time employee who is absent from work, due to a death in the employee's immediate family shall be eligible for the following:

- A. Father, mother, stepparents, spouse, sons, daughters, stepsons, stepdaughters, brothers, sisters, stepbrothers, stepsisters, grandmother, grandfather, the spouse's mother, and her grandmother, and grandfather, shall be eligible for up to three (3) work days leave of absence with no loss in pay.
- B. Grandchildren, daughter-in-law, son-in-law, sister-in-law, brother-in-law of the employee and the spouse's brothers and sisters, shall be eligible for up to two (2) days off with no loss in pay to attend the funeral of same.
- C. Upon approval of the immediate supervisor based on need, an employee may use one (1) day of unused vacation, or one (1) day of unused compensatory time off, or unused personal holiday or take a day off without pay to attend the funeral of an aunt or uncle.

Section 16.2. An employee on vacation or sick leave who becomes eligible for funeral leave may apply to have funeral leave substitute for vacation or sick leave. The employee must show proof of attendance at the funeral in order to be eligible. Any vacation time substituted shall not be counted towards the forty (40) hours cap under Article 19, Section 5.

Section 16.3. In the event an employee attends a funeral more than one hundred fifty (150) miles from Fostoria, same shall receive one (1) additional funeral leave day with no loss in pay, above the aforementioned funeral leave herein.

Section 16.4. Any employee who is requested to be a pallbearer at any funeral shall be granted one (1) day of funeral leave with no loss in pay.

Section 16.5. Absent employee, pursuant to Section 1(B); Section 3, and Section 4 of this Article shall provide Employer with verification of attendance.

ARTICLE 17 INSURANCE

Section 17.1. Coverage. The City shall provide employees with the following life, hospitalization, medical, surgical, and dental insurance during the term of this Agreement.

- A. Group life insurance in the amount of twenty-five thousand dollars (\$25,000) each year of this Agreement. However, employees shall have the option of buying additional group life insurance (term) in increments of five thousand dollars (\$5,000) up to a total of fifteen thousand dollars (\$15,000), if possible.
- B. Hospital, surgical, prescription drug and major medical insurance for the employee and his/her family as in effect as of the effective date of this agreement.
- C. The same optical plan, at the same cost (if any) provided to the non-bargaining unit employees.
- D. The City shall provide to members of the bargaining unit the same dental benefit, at the same cost (if any) provided to non-bargaining unit employees of the City.

Section 17.2. Coordination of Benefits. All benefits herein described shall be subject to coordination of benefits in accordance with the provision of any master agreement between an insurance carrier and the City or between the group insurance provided by any other carrier under which an employee is eligible for coverage.

Section 17.3. Subrogation. If any employee or member covered by the provisions of this Article incurs medical expenses in connection with the treatment of an illness or injury caused by the negligence or wrongful act of a third party, the City, its insurance carrier or its assignee shall be subrogated to all the covered member's rights or recovery against said third party to the extent of any and all payments made hereunder with respect to such illness or injury, and said member or his/her appropriate agent shall execute all papers and take all action necessary and proper to secure to the insurance carrier or its assignee rights or subrogation.

Section 17.4. The City retains its rights to change insurance carriers or to have its insurance provided by a third party administrator. Effective January 1, 2014, the City shall provide for the Employee and his/her family such hospital, surgical, prescription drug, and major medical

insurance as is provided in the Anthem Blue Cross 7 Blue Shield-Buc Access 7.0 Option 10 with Rx Option 7.

Section 17.5. The City shall pay ninety percent (90%) of the premium for the cost of the hospital, surgical, and major medical insurance and the employee shall pay ten percent (10%) of such cost. The employee share of the premium shall be automatically withheld from the employee's paycheck.

ARTICLE 18 **HOLIDAYS**

Section 18.1. Designated Days. In addition to his/her vacation, the following paid holidays shall be granted to all employees. To obtain payment for these holidays, an employee must work his/her regularly day before or day after a paid holiday, unless his/her absence is due to a justifiable cause. At the employee's option, each holiday shall be paid as eight (8) hours of pay or eight (8) hours of compensatory time to be taken at a time mutually agreed upon.

New Year's Day	Two (2) Personal Leave Days
Martin Luther King Day	Veteran's Day
Good Friday	Thanksgiving Day
Easter Sunday	Friday following Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve
	Employee's Birthday

Section 18.2. Holidays Worked. In addition to the above, should any employee be required to work on a holiday, he/she shall be paid at his/her applicable rate (whether that be an employee's regular rate for regular hours or overtime rate for overtime hours).

Section 18.3. If a holiday falls on a dispatcher's regular day off, the last scheduled workday before said holiday shall be designated as said holiday.

Section 18.4. Holidays During Vacation. When one of the above holidays falls within an eligible employee's approved vacation period, and he/she is absent from work during this regularly scheduled workweek because of such vacation, he/she shall be paid for the holiday in addition to vacation pay. (To be paid with the employee's earnings for his/her first workweek following his/her vacation.) When one of the above holidays falls within an employee's approved vacation period, he/she shall not be charged for vacation for the day on which the holiday falls.

Section 18.5. Holidays/compensatory time will either be approved or denied within twenty-four (24) hours of submittal. Approval or denial will be based upon manpower availability as foreseen upon the day of submittal.

Once approved, the holiday/compensatory time cannot be canceled unless the Chief of Police or his/her designee declares an emergency, or if an employee submits vacation within that time period and manpower availability will not permit it.

ARTICLE 19 VACATIONS

Section 19.1. Vacation. Employees will be granted time off for vacations during the year following the employee's anniversary date subject to manning requirements and based upon the following schedule:

<u>Length of Service</u>	<u>Vacation Credit</u>
After 1 year	2 weeks (80 hours)
After 8 years	3 weeks (120 hours)
After 12 years	4 weeks (160 hours)
After 18 years	5 weeks (200 hours)
After 25 years	6 weeks (240 hours)

Employees currently receiving the "plus 2 days" of vacation after 5, 10, 15, and 20 years of service will continue to receive these "plus 2 days" until they reach their next level, 8, 12, 18, and 25 years of service, at which time they will only receive the days listed on the new schedule.

Section 19.2. Scheduling of Vacation. The vacation year is defined as January 1 through December 31. Each member of the bargaining unit shall express his/her first and second choice vacation preference to his/her department head by March 1 of each year. All bargaining unit members who apply for vacation leave by this date shall have their vacations scheduled by seniority preference. All other vacation leave shall be subject to a first come, first served basis. Every effort shall be made to schedule requested days consistent with the manpower need of the department. Employees voluntarily moving from one shift to another after March 1 may reschedule his/her vacation to an available time on that shift schedule.

Section 19.3. Non-prescheduled Vacations. An employee requesting non-prescheduled vacation must submit his/her request to Management at least five (5) work days prior to commencement of such leave unless an emergency. This provision may be waived at the discretion of the appropriate supervisor or his/her designee. Employees may carry over up to two (2) weeks of vacation from the current calendar year to the next calendar year.

Section 19.4. Advancement. Any employee desiring vacation pay advancement must submit his/her request to the Auditor within the week preceding the scheduled vacation. The advancement may be picked up by the employee at the Auditor's office on the employee's last scheduled work day prior to the start of his/her scheduled vacation.

Section 19.5. Vacation Day Option. An employee may, subject to approval by Management, use up to five (5) vacation days per year one (1) day at a time. If vacation days are used one (1) day at a time, they shall be treated as holidays for purposes of scheduling.

Section 19.6. Retirement Pay for Unused Vacation and Holidays. An employee who retires from the department shall be paid for all unused accumulated vacations, holidays, and personal leave days. The number of weeks of vacation eligibility involved shall be as of the employee's last anniversary date.

In addition to unused accumulated vacation as of the employee's last anniversary date, an employee who retires prior to his/her next anniversary date is also entitled to vacation earned from his/her last anniversary date to the date of retirement at the rate of one (1) week worked equals 1/52 of the vacation days credited under Section 1 above.

An employee is also entitled to holiday pay for holidays worked under Article 18, Section 1, Holidays, when the employee has been paid regular time for working the holiday but has not taken compensatory time off under said Section.

An employee who retires is also entitled to personal leave days earned and unused under Article 18, Section 1, Holidays, at the rate of one (1) month worked, equals one-twelfth (1/12) of the personal leave days earned and unused from the preceding anniversary date to the date of retirement.

ARTICLE 20 **LONGEVITY**

Section 20.1. Schedule. In addition to the wages specified herein, each employee covered by the terms of this Agreement and hired prior to June 1, 2014 shall be entitled to receive additional payment in accordance with the following schedule on regular hours paid up to two thousand eighty (2,080) hours per year:

<u>Schedule</u>	<u>Longevity Bonus</u>
After 5 years of service	2% of base salary
After 10 years of service	4% of base salary
After 15 years of service	6% of base salary
After 20 years of service	8% of base salary

Section 20.2. Longevity shall be added to the employee's base hourly rate for the purpose of determining the employee's total overtime compensation.

Section 20.3. Anniversary Date. The years of service period shall be determined by starting with the beginning of the employee's employment with the City.

Section 20.4. Bargaining unit employees hired after January 1, 2014 shall not be eligible to receive longevity pay.

ARTICLE 21
WAGES

Section 21.1. Wages. New hires and/or employees of the City who are employed as dispatchers in the City Police Department after the effective date of this Agreement shall be paid the following hourly rates during the term of this Agreement.

<u>Effective*</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
6/1/2014	\$13.89	\$15.70	\$17.53	\$19.34	\$21.18

*Wage increases shall be effective the first full pay period following the applicable date.

Between March 1, 2016 and April 1, 2016, either party may, by written notice to the other, re-open negotiations for wage rates, to be effective through May 31, 2017, on or after the first pay period in June 2016. Should either party elect to reopen negotiations pursuant to this provision, the Employer agrees to waive the limitation of the Conciliator's powers as provided in 4117.14(G)(11) and agrees that increases in rates of compensation awarded by the Conciliator may be effective June 1, 2016 and thereafter. This wage re-opener provision and waiver of 4117.14(G)(11) restriction shall cease to have effect upon the expiration of the current Collective Bargaining Agreement (May 31, 2017).

Miscellaneous Provisions.

1. The length of time required to be served in each step shall be as follows:

Employees hired before June 1, 2005.

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
6 months	12 months (after 6 mos)	12 months (after 18 mos)	12 months (after 30 mos)	12 months (after 42 mos)

Employees hired after June 1, 2005.

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
6 months	12 months (after 6 mos)	12 months (after 24 mos)	12 months (after 36 mos)	12 months (after 48 mos)

2. The effective date for pay progression shall be the start of the workweek closest to the employee's classification seniority date.
3. Step Increases – Dispatchers shall receive step increases after serving the designated years in the entitled step until the maximum step is reached.

Section 21.2. TAC Pay. Employees assigned the duties of TAC Officer shall receive an additional twenty-five cents (\$0.25) per hour in addition to their regular wage rate.

ARTICLE 22
PERS PICKUP

Effective on the date of the contract, or thereafter when legally permissible, the Employer shall designate each employee's mandatory contributions to the State Employees Retirement System of Ohio as "picked up" by the Employer as contemplated by Internal Revenue Service rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Employer as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory State Employees Retirement System contribution which has been designated as "picked up" by the Employer shall be included in computing final average earnings, provided that no employee's total earnings is increased by such "pick up," nor is the Employer's total contribution to the State Employees Retirement System increased thereby.

- A. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick-up shall apply to all compensation thereafter.
- B. The parties agree that should the rules and regulations of the IRS, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/Employer contributions.
- C. Payment for sick leave, personal leave, and severance, including unemployment and workers' compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days scheduled to work).
- D. Such earnings reductions shall not result in any earnings which may be less than any minimum required under state law, a prorated reduction shall result with the employee contributing that portion which falls below such minimum as may be required by state law.
- E. It is to be understood by the parties that it is the responsibility of each individual employee to make any necessary adjustments in any other tax sheltered annuities he/she has in order to be in compliance with IRS law and regulations.
- F. The Employer is not liable, nor will it be held responsible, for any related legal, IRS, SERS, or any other agencies' penalties or decisions concerning this plan, now or in the future.
- G. The Union, and its members, both severally and individually, agrees to indemnify and hold the Employer harmless against any and all claims and actions that shall arise out of or by reason of any action taken by the Employer in compliance with the provisions of this Article.

ARTICLE 23
SHIFT SCHEDULING AND DIFFERENTIAL

During the first two (2) weeks in December and June of each year, employees shall set/determine and select their shifts by seniority in accordance with Section 12.1. The schedule shall be implemented on the first Sunday after January 18 and July each year. Should a vacancy exist, shifts shall be rebid expeditiously and a new schedule implemented. When a new employee is trained and ready to assume shift work, the new employee shall be placed on an open/available shift and shall be permitted to bid on shifts at the next occurring shift bid. The Employer maintains the right to adjust shift assignments to cover for vacation coverage or leave of absence of a Dispatcher, or in the event of a vacancy.

The shift differential for second shift shall be thirty-five cents (\$0.35) per hour and for the third shift shall be forty-five cents (\$0.45) per hour.

ARTICLE 24
SAVINGS CLAUSE

Section 24.1. This Agreement is subject to all existing and applicable state laws, civil service rules and regulations, City ordinances and resolutions; provided that should any change be made in any state law, civil service rules and regulations and City ordinances which would be applicable and contrary to any provision contained herein, such provisions herein contained shall automatically be terminated.

Section 24.2. Should any Article, Section or portion of this Agreement be held unlawful and unenforceable by any court, legislative or administrative tribunal of competent jurisdiction, then such decision or legislation shall apply only to that specific Article, Section or portion of the Agreement. The parties will meet and discuss the abrogated provision. The remainder of the Agreement shall remain in full force and effect.

Section 24.3. Prior to any change in this Contract made in accordance with Section 1, the City shall notify the Ohio Patrolmen's Benevolent Association of the change and give the Lodge the opportunity to bargain collectively with the City on such changes.

ARTICLE 25
NO STRIKE - NO LOCKOUT

Section 25.1. Strike Prohibition. The services performed by the employees included in this Agreement are essential to the public health, safety, and welfare. There shall be no interruption of the work for any cause whatsoever, nor shall there be any work slowdown or other interference with public services.

Section 25.2. Notice. In the event any employee covered hereunder is engaged in any violation of Section 1 above, the Union shall, upon notification by Management, immediately order such employee or employees to resume normal work activities and certify same to Management.

Section 25.3. No Lockout. The Management shall engage in no lockout of employees in the bargaining unit.

ARTICLE 26
UNION BUSINESS

Section 26.1. Directors. There shall be one (1) Union Director authorized under this Agreement.

Section 26.2. Investigation. The Director, upon reasonable notice and authorization from the Chief or designee, shall be allowed reasonable time off without loss of pay to investigate grievances or disciplinary actions and to attend grievance or disciplinary hearing. Permission to investigate and/or process grievances will not be denied.

Section 26.3. O.P.B.A. A representative of O.P.B.A. may meet with employees in a meeting area designated by the City before the start of, or at the completion of a shift, and shall be permitted access to work areas at all reasonable times to adjust grievances and to settle disputes, provided work assignments are not interfered with.

ARTICLE 27
EMPLOYEE RELATIONS COMMITTEE

In the interest of sound labor relations, a joint committee of two (2) members from the Union (each representative), and two (2) from the City will convene from time to time as may be called by either party, for the purpose of discussing subjects of mutual concern. It shall be the express purpose of this Committee to build and maintain a climate of mutual understanding and respect in the solution of common problems. Either Management or the Union may request that a representative participate in a scheduled Employee Relations Committee meeting.

Union committee members shall be selected so that normal dispatching activities are not unreasonably interfered with.

ARTICLE 28
WORK RULES

The City agrees that, to the extent possible, work rules and changes in work rules shall be reduced to writing and applied uniformly where possible.

ARTICLE 29
BIDDING PROCEDURES

The City agrees to allow dispatchers to bid into all positions subject to the jurisdictions of AFSCME Local 811 (service positions and clerical positions) after all members of Local 811 have had the opportunity to exhaust their contractual right to the position involved and prior to opening the position to new hires.

- A. Dispatchers will be given a seniority date for bidding and bumping under the AFSCME Agreement which shall be the date they are required to join AFSCME Local 811 or pay a fair share fee as required by the AFSCME Agreement. For purposes of vacation and longevity, dispatchers will continue to use their last date of hire by the City. During their probation period under the AFSCME Agreement, dispatchers will have the right to return to a dispatcher position without loss of seniority under this Agreement.

ARTICLE 30 **UNIFORMS**

Section 30.1. Upon completion of probationary period, the City will issue to each employee three (3) complete sets of the required uniform (shirt and trousers), one (1) belt and one (1) uniform sweater. After the initial issuance, replacement will be according to Section 2 of this Article 23.

Section 30.2. The City shall replace all required uniforms damaged in the line of duty. The City shall provide a uniform allowance of \$400 per year for each dispatcher to maintain required uniforms that need replacement due to normal wear and tear. Where the City orders a new uniform to be part of the official uniform, and such new item renders old uniform items obsolete within one year of the date of the new order, or where the required new item is an additional uniform item, the City shall furnish the new item without charge to the uniform allowance. Payments shall be on an annual basis for January 1 through December 31. Requisitions shall be submitted no later than December 1 of each year.

Section 30.3. The City shall replace or repair all personal property of the employee commonly worn while working up to \$150 which is damaged in the line of duty so long as such damage is not due to the employee's negligence.

ARTICLE 31 **EDUCATION**

Upon approval of the Chief, employees may attend job-related seminars at the City's expense.

ARTICLE 32 **PART-TIME EMPLOYEES**

Section 32.1. The City shall not employ more than three (3) part-time dispatchers. Each part-time dispatcher shall not be scheduled to work more than sixteen hours per week. Part-time dispatchers may work additional hours from those that they are scheduled after all full-time dispatchers have been offered to work such additional hours but have declined.

The City shall provide the Union with a printout of the number of hours worked by each part-time dispatcher on a quarterly basis upon request of the Union.

ARTICLE 33
NO SMOKING / TOBACCO USE

Smoking or any other use of tobacco products inside the Police Division building, in police division vehicles, while in uniform or in any other facility where it is prohibited/restricted under a collective bargaining agreement between the City and any other bargaining unit will not be permitted.

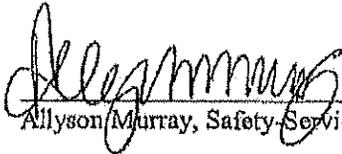
ARTICLE 34
DURATION OF AGREEMENT

This Agreement shall be effective as of the date of signing and shall remain in effect through May 31, 2017 and shall continue thereafter for successive periods of twelve (12) months, unless either party to this Agreement on or before sixty (60) days prior to the expiration of any such period, notifies the other party, in writing, of its intention to terminate this Agreement. Within ten (10) days after receipt of such notice, a conference shall be arranged between the parties hereto and such conference shall be held at a time mutually agreeable to the parties.

IN THE WITNESS WHEREOF, the parties hereto have set their hands, this _____ day of _____, 2014.

FOR THE CITY OF FOSTORIA, OHIO


Eric Keckler, Mayor

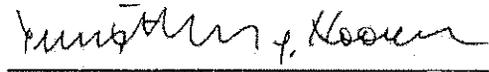

Allyson Murray, Safety Service Director

FOR THE UNION, OPBA
(DISPATCHERS)


Mark Volcheck, OPBA Attorney


Sonia Castillo, OPBA Representative

APPROVED AS TO FORM: ONLY!


Timothy J. Hoover, Law esq.
Director of Law

MEMORANDUM OF UNDERSTANDING #1
BETWEEN
CITY OF FOSTORIA
AND
OPBA (DISPATCHERS)

Notwithstanding the current provisions of Article 33 of the Collective Bargaining Agreement between the parties, the following shall apply for the duration of this Memorandum:

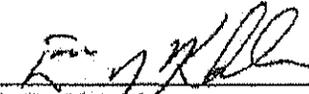
Section 33.1 The City shall not employ more than three (3) part-time dispatchers. Each part-time dispatcher shall not be scheduled to work more than twenty-four hours per week. Part-time dispatchers may work additional hours from those that they are scheduled after all full-time dispatchers have been offered to work such additional hours but have declined.

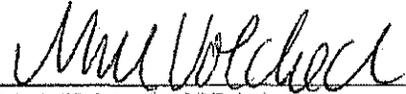
The City shall provide the Union with a printout of the number of hours worked by each part-time dispatcher on a quarterly basis upon request of the Union.

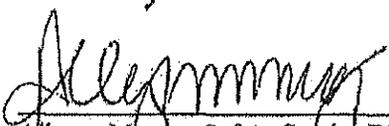
This Memorandum of Understanding shall cease to have effect upon the expiration of the current collective bargaining agreement between the parties (May 31, 2017).

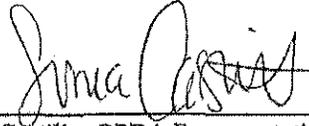
FOR THE CITY OF FOSTORIA, OHIO

FOR THE UNION, OPBA
(DISPATCHERS)

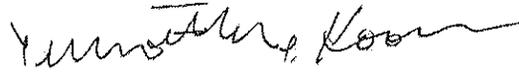

Eric Keckler, Mayor


Mark Volocheck, OPBA Attorney


Allyson Murray, Safety-Service Director


Sonia Castillo, OPBA Representative

APPROVED AS TO FORM ONLY:


Timothy J. Hoover, Law 59,

Director of Law

MEMORANDUM OF UNDERSTANDING #2
BETWEEN
CITY OF FOSTORIA
AND
OPBA (DISPATCHERS)

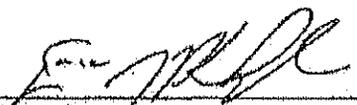
The following shall apply for the duration of this Memorandum:

- So long as there are four (4) full-time Dispatchers, at least two (2) full-time Dispatchers shall each be permitted to use eight (8) hours of vacation time, holiday time, compensatory time, and/or personal time for any day. A day shall be defined to start with day shift and include the next afternoon and night shift.

This Memorandum of Understanding shall cease to have effect upon the expiration of the current collective bargaining agreement between the parties (May 31, 2017).

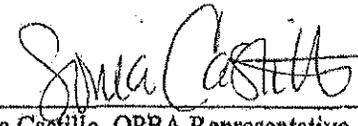
FOR THE CITY OF FOSTORIA, OHIO

FOR THE UNION, OPBA
(DISPATCHERS)

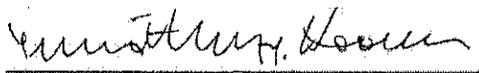

Eric Keckler, Mayor


Mark Volcheck, OPBA Attorney


Allyson Murray, Safety-Service Director


Sonia Castillo, OPBA Representative

APPROVED AS TO FORM ONLY:


Timothy J. Hoover, Law 259,
Director of Law

MEMORANDUM OF UNDERSTANDING #3
BETWEEN
CITY OF FOSTORIA
AND
OPBA (DISPATCHERS)

The following shall apply for the duration of this Memorandum:

EDUCATION INCENTIVE

For each ten (10) hours of college credit earned by attending an accredited college or university a non-probationary employee shall receive 1.5 cents/hour in addition to his/her base rate to a maximum of fifteen cents (\$0.15) per hour.

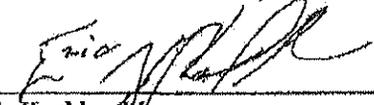
Non probationary employees shall be entitled to the following Education Incentive:

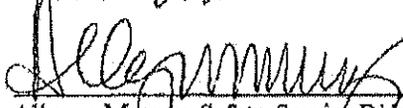
Associate degree in communications	\$0.20 per hour
Bachelor's degree in communications	\$0.27 per hour
Graduate degree in communications	\$0.30 per hour

Incentive payments shall be for a calendar year, based upon showing proof of credit hours or degree from a recognized and accredited university or college, by November 1 in the prior year. Once approved, an employee shall not be required to resubmit proof, and the Incentive shall be approved from year-to-year. In the event of a dispute as to the validity of a degree, or the accreditation of a college or university, the Mayor's decision shall be final, subject only to a grievance that his/her decision is arbitrary or capricious.

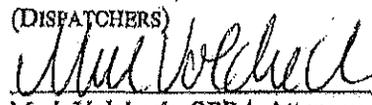
This Memorandum of Understanding shall cease to have effect upon the expiration of the current collective bargaining agreement between the parties (May 31, 2017).

FOR THE CITY OF FOSTORIA, OHIO


Eric Keckler, Mayor

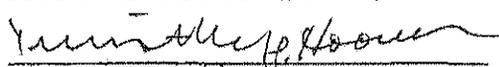

Allyson Murray, Safety-Service Director

FOR THE UNION, OPBA
(DISPATCHERS)


Mark Volcheck, OPBA Attorney.


Sonia Castillo, OPBA Representative

APPROVED AS TO FORM ONLY:


Timothy J. Hoover, Law ^{ESQ.}
253201 Director of Law