

ORDINANCE NO. 10-73 AC CMS

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

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

SECTION 1. That the attached Agreement between the City of Oberlin and the OPBA and relating to Full-Time Police Department Dispatchers is hereby approved, and the City Manager is hereby authorized and directed to execute same on behalf of the City.

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

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Oberlin, or to provide for the usual daily operation of a municipal department, to wit:

“to approve a collective bargaining agreement as soon as possible to ensure the efficient operation of the municipality”, and shall take effect immediately upon passage.

PASSED: 1st Reading - October 18, 2010 (S, E)
2nd Reading -
3rd Reading -

ATTEST:


BELINDA B. ANDERSON, CMC
CLERK OF COUNCIL


KENNETH SLOANE
PRESIDENT OF COUNCIL

POSTED: 10/19/2010

EFFECTIVE DATE: 10/18/2010

SUMMARY of AGREEMENT
City of Oberlin & OPBA (Full – Time Dispatchers)
Ratified by Union – September 28, 2010
Subject to Council Approval

1. **Article XXI (Compensation)** – 8/1/10 (3%); 8/1/11 (2%); 8/1/10 (2%).
Lump sum payment of \$250 to each full-time, non –probationary employee upon ratification by the Union and Council approval.
2. **Article XXIV (Insurance)** – Revised Section 24.3 to read: “The employees covered by this Agreement shall be subject to the same terms and conditions of health insurance coverage, deductibles, co-pays, etc. as all other full-time police department bargaining unit employees.”
3. **Article XXXIII (Duration of Agreement)** – 3 years (8/1/10 through 7/31/13).
4. **Letter of Understanding (Retroactive Pay Adjustments)** – modified to reflect new dates.
5. **Language / Typing “Clean-Up”**
 - a) Article IX (Grievance Procedure) – Step 1 delete “Captain” and insert “Lieutenant” and anywhere else that the term “Captain” appears in the Agreement.
 - b) Article II (Dues Deduction) – Section 2.7 and Article XVIII (Sick Leave) – Section 18.12 delete “City Auditor” and insert “Finance Director” and anywhere else that the term “City Auditor” appears in the Agreement.
 - c) Article XXI (Compensation) – Section 21.2 Revise language to reflect current dates. No change in TAC Officer or Assistant TAC Officer rate of compensation when assigned.
 - d) Article XXXI (Bereavement Leave) – Section 31.1 correct the spelling to “Chief of Police” from “Chief of Policy”.
6. **Letter of Understanding**– Change content to reflect applicable dates.