

CITY OF OBERLIN, OHIO

ORDINANCE NO. 21-74 AC CMS

AN ORDINANCE AMENDING THE TERMS OF THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OBERLIN AND THE FINANCE DIRECTOR AS AN EMERGENCY MEASURE.

WHEREAS, Pursuant to Ordinance No. 16-48 AC CMS, this Council approved an Employment Agreement between the City and the Finance Director, I. Salvatore Talarico; and

WHEREAS, Section 19 of the Employment Agreement provides that the parties may by mutual written agreement, amend any provision of the agreement during its term and that such amendments shall be incorporated and made a part of the agreement; and

WHEREAS, the City and the Finance Director desire to amend and restate certain provisions contained in the Employment Agreement

THEREFORE, BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio:

SECTION 1. That the Amendments to the Employment Agreement attached hereto as **Exhibit A** are hereby approved and the Council President is hereby authorized to execute the same on behalf of the City of Oberlin.

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

SECTION 3. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio or to provide for the usual daily operation of a municipal department, to wit: **to approve amendments to an Employment Agreement between the City and the Finance Director to coincide with his employment anniversary date** and provided that it is elevated to emergency status by the affirmative vote of at least five members of Council and receives the affirmative vote of at least five members of Council upon final passage, it shall go into full force and effect from and immediately after its passage; otherwise, it shall take effect at the earliest date allowed by law.

PASSED: 1st Reading: November 15, 2021

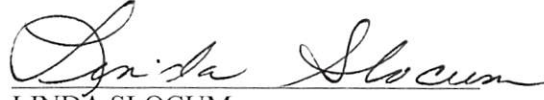
2nd Reading: _____

3rd Reading: _____

ATTEST:



BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL



LINDA SLOCUM
PRESIDENT OF COUNCIL

POSTED: 11/16/2021

EFFECTIVE DATE: 11/15/2021

Exhibit A
Amendment to an
Employment Agreement Between
The City of Oberlin, Ohio
and
I. Salvatore Talarico

WHEREAS, Pursuant to Ordinance No. 16-48 AC CMS Council approved an Employment Agreement between the City of Oberlin, referred to therein as the "Employer" and I. Salvatore Talarico, referred to therein as the "Employee" to govern the terms and conditions of the Employee's employment with the Employer, ("Initial Agreement"); and

WHEREAS, the Employer and the Employee desire to amend and restate certain provisions contained in the Initial Agreement in accordance with the terms set forth herein; and

WHEREAS, Section 19 of the Initial Agreement provides that the parties by mutual written agreement may amend any provision of the Agreement during its term and that such amendments shall be incorporated and made a part of the Initial Agreement.

NOW THEREFORE, the parties hereto agree to amend the Initial Agreement effective as of September 25, 2021 as follows:

A. Sections 3 A and 3 C of the Initial Agreement are hereby amended to read as follows:

Section 3: Compensation

A. Base Salary: Employer agrees to pay Employee an annual base salary of \$132,900, payable in installments in accordance with the Employer's usual payroll schedule.

...

C. The Employee's salary will be subject to review and merit consideration at each Anniversary Date occurring after the Effective Date of this Agreement. The Employer may increase the Employee's base salary and/or other benefits of the Employee at the time of his annual review as is provided in Section 12 below, in such amounts and to such extent that as the Employer may determine to be desirable at its sole discretion. Notwithstanding the foregoing, the Employer shall increase Employee's compensation by a minimum of three percent (3%) upon the first and second Anniversary Dates arising subsequent to this Amendment.

B. Section 5 A of the Initial Agreement is hereby amended to read as follows:

Section 5: Vacation and Sick Leave

A. The Employee shall be credited with six weeks of vacation leave after 16 years of service, calculated from the Employee's Hire Date, and thereafter in accordance with the accrual of vacation leave afforded to other non-collective bargaining City employees, but no less

than six weeks of vacation leave per year. The Employee shall continue to accrue sick leave in accordance with other non-collective bargaining City employees.

...

- C. Section 6 of the Initial Agreement is hereby amended to read as follows:**

Section 6: Vehicle Allowance

The Employer shall reimburse the Employee at the established mileage rate for any business travel using the Employee's personal vehicle beyond Lorain County.

- D. Section 7 B of the Initial Agreement is hereby amended to read as follows:**

Section 7: Retirement

...

- B.** In addition to the Employer's payment to OPERS, the Employer will pay the Employee an amount of additional salary, equivalent to 10% of the Employee's base salary.

- E. Section 8 D of the Initial Agreement is hereby amended to read as follows:**

Section 8: General Business Expenses

...

- D.** Technology: The Employer shall provide Employee with the use of a laptop computer, software, Internet service, e-mail, and other requested technology which may be required for the Employee to perform his employment responsibilities and to maintain communication with the City Council and City staff.

...

- F. Sections 10 A and 10 B of the Initial Agreement are hereby amended to read as follows:**

Section 10: Severance

- A.** Severance shall be paid to the Employee when employment is terminated for the reasons set forth in Section 9. Such severance shall include payment equal to six (6) month's salary at the then current rate of pay, ("Severance Payment"). Severance Payment shall be at the Employee's discretion in a lump sum or biweekly in the same manner as pensionable salary, unless otherwise agreed to by the Employer and the Employee.

- B.** In addition to the Severance Payment, the Employee shall be paid for accrued earned sick leave to a maximum of 975 hours and unused vacation time accrued to the date of termination at the then current rate of pay. At the Employee's discretion, any portion of

the Employee's unused/unpaid vacation and/or sick leave may be converted to Severance Payment, in addition to the amount in Section 10 A.

...

G. Section 11 B of the Initial Agreement is hereby amended to read as follows:

Section 11: Voluntary Separation of Employment

...

B. The Employee shall forfeit any rights of severance as provided in Section 10 of this Agreement in the event of voluntary separation from employment, except if for the reason set forth in Paragraph 9(C) of this Agreement. In the event of a voluntary separation from employment, other than for the reason set forth in Paragraph 9(C), the Employee shall be entitled to payment of all accrued vacation time and up to 12 weeks of accrued sick leave at the then current rate of pay together with other benefits provided to any non-collective bargaining unit City employee upon such employee's resignation, retirement, or other voluntary separation from employment.

H. Incorporation and Survival of Terms:

The terms and conditions set forth in this Amendment are hereby incorporated into the Initial Agreement. The amendments contained herein shall supersede and replace the provisions that are amended herein. All of the terms and conditions contained in the Initial Agreement that are not in conflict with this Amendment shall continue to be in full force and effect.

Adopted and approved by the Oberlin City Council on this 15th day of November, 2021.

Employer:

By: Linda Slocum
Linda Slocum, Council President

Date: November 15, 2021

Employee:

I. Salvatore Talarico
I. Salvatore Talarico

Date: November 15, 2021

Approved as to form:

Jon D. Clark
Jon D. Clark, Law Director