CITY OF OBERLIN, OHIO

ORDINANCE No. 23-72 AC CMS

AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF OBERLIN, OHIO, AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (OPBA) FOR OBERLIN POLICE DEPARTMENT SERGEANTS AS AN EMERGENCY MEASURE

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

SECTION 1. That the City Manager is hereby authorized and directed to execute an agreement between the City of Oberlin and the OPBA relating to Oberlin Police Department Sergeants incorporating key terms as are identified on **Exhibit A** attached hereto.

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 an 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 ratify an agreed-upon collective bargaining agreement as soon as possible in order to ensure the efficient operation of the City 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 on the earliest date allowed by law.

PASSED: 1st Reading: November 20, 2023

2nd Reading: _____

3rd Reading: _____

ATTEST: Belinda B. Anderson

BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL

Bryan Burgess

BRYAN BURGESS
PRESIDENT OF COUNCIL

POSTED: 11/21/2023

EFFECTIVE DATE: 11/20/2023

COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN

CITY OF OBERLIN

and

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
(Sergeants)

Term: January 1, 2024 through December 31, 2026

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ARTICLE I - PREAMBLE

Section 1.1 This Agreement is hereby entered into between the City of Oberlin, hereinafter referred to as the "Employer" and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "OPBA" or the "Union."

ARTICLE II - PURPOSE

Section 2.1 The Employer and the OPBA hereby enter into this Agreement reached through the process of collective bargaining for the following purposes: 1) to recognize the legitimate interests of the employees of the Employer; 2) To determine the wages, hours, and terms and working conditions of those employees; 3) To promote harmonious, cooperative relations; 4) To promote efficient, effective service to the citizens of Oberlin; 5) To avoid interruption or interference with the efficient operation of the Employer's business; and 6) To provide a procedure for the fair and equitable adjustment of grievances that arise as a result of the misinterpretation or misapplication of the express provisions of this Agreement.

ARTICLE III - RECOGNITION

Section 3.1 The City agrees to recognize the OPBA as the sole and exclusive bargaining representative for all employees in the bargaining unit. Wherever used in this Agreement, the term bargaining unit shall be defined as all employees employed by the City in the rank of Police Sergeant.

Section 3.2 All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

ARTICLE IV - DUES DEDUCTION

Section 4.1 The City agrees to deduct Union membership dues in accordance with this Article for all employees eligible for membership in the bargaining unit upon successful completion of their individual probationary periods, or 60 days from their date of employment, whichever is less.

Section 4.2 The City agrees to deduct regular Union membership dues once each month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the City by the employee. Upon receipt of the proper authorization, the City will deduct Union 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 City.

Section 4.3 The parties agree that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of membership dues, fees or assessments. The Union hereby agrees that it will indemnify and hold the City harmless from any

claims, actions or proceedings by any employee arising from the deductions made by the City pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 4.4 The City shall be relieved from making such individual "check-off' deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; or (5) revocation of the checkoff authorization. Said revocation must be submitted to the City in writing.

Section 4.5 The City 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 legally required deductions in addition to the deduction of Union dues.

Section 4.6 The parties agree that neither the employees nor the Union shall have a claim against the City for errors in the processing of deductions unless a claim of error is made to the City in writing within thirty (30) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 4.7 Deductions provided for in this Article are subject to the approval of the Finance Director or designee and shall be made during one (1) pay period each month. In the event a deduction is not made for any Union member any particular month, the City, 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 City will not deduct more than two (2) months regular dues from the pay of any Union member.

Section 4.8 The rate at which the dues are to be deducted shall be certified to the payroll clerk by the Treasurer of the Union during January of each year. One (1) month advance notice must be given to the payroll clerk prior to making any changes in an individual's dues deductions.

Section 4.9 The City agrees to remit a warrant in the aggregate amount of the deductions to the Union.

ARTICLE V - MANAGEMENT RIGHTS

Section 5.1 Except as specifically limited herein, the Employer shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain maximum efficiency of operations. Specifically, the Employer's exclusive management rights include, but are not limited to, the sole right to hire, discipline and discharge for just cause, lay off and promote; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue, or enlarge any operation, or division within the police department; to transfer (including the assignment and allocation of work operations-division) within or to other operations-divisions; to determine the work methods and the number and locations of facilities; to determine the manner in which all work is to be performed; to determine the size and duties of the work force, the number of shifts required, and all work schedules; to establish, modify, consolidate, or abolish jobs; and to determine staffing patterns, including, but not limited to assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked;

subject only to the restrictions and regulations governing the exercise of the rights as are expressly provided herein.

Section 5.2 The OPBA recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as permitted by law shall remain the function of the Employer.

ARTICLE VI - DRUG TESTING

Section 6.1 The City may implement a random drug testing procedure of employees or may require individual employees to be tested for drug and/or substance abuse. Such testing shall be at the sole discretion of the City, with all testing costs paid by the City. Employees required to be tested on off-duty time, shall be compensated for such time.

Section 6.2 Prior to the commencement of random drug testing, the Employer will meet with the Union to discuss the reasons and the procedure under which the testing will be administered.

ARTICLE VII - NON-DISCRIMINATION

Section 7.1 Neither the City nor the Union shall discriminate against any bargaining unit employee on the basis of age, race, sex, color, creed, national origin, disability, handicap or any other protected class under federal law, state law or the Employer's ordinances.

Section 7.2 All references to employees in this Agreement designate both sexes, and whenever the male gender is used it shall be construed to include male and female employees.

Section 7.3 The City agrees not to interfere with the rights of bargaining unit employees to become members of the Union, and the City shall not discriminate, interfere, restrain or coerce any employee because of the Union membership or because of any legal employee activity in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement.

Section 7.4 The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union and the Union shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

ARTICLE VIII - NO STRIKE/NO LOCKOUT

Section 8.1 In as much as this Agreement provides machinery for the orderly resolution of grievances, the City and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Oberlin. Therefore, the Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, or any other interruption of operations or service of the City by its members.

Section 8.2 When the City notifies the Union that any member of the bargaining unit individually or collectively are engaged in any such strike activity, as outlined above, the Union agrees to immediately publicly denounce such violations, disclaim approval and conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to return to work immediately. Should the Union fail to publicly denounce such violation and post such notice, the City shall have the option of canceling any or all Article(s), Section(s), or Subsection(s) of this Agreement.

Any employee failing to return to work after notification by the Union as provided herein, or who participates in or promotes such strike activities as previously outlined, shall be subject to disciplinary action on an individual basis, up to and including discharge, and only the question of whether or not he did in fact participate in or promote such action shall be subject to appeal.

Section 8.3 The City 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 Union, unless those members shall have violated Section 8.2 of this Article.

ARTICLE IX - ASSOCIATION REPRESENTATION

Section 9.1 One (1) representative will be recognized by the City as the Union representative in accordance with this Agreement upon the receipt of a letter so identifying him and signed by an OPBA staff representative.

Section 9.2 The parties recognize that it may be necessary for an employee representative of the OPBA to leave a normal work assignment while acting in the capacity of representative. The OPBA recognizes the operational needs of the City and will cooperate to keep to a minimum the time lost from work by a representative. Before leaving an assignment pursuant to this section, the representative must obtain approval from his supervisor. The City will compensate a representative at the normal rate for the time spent in good faith processing of grievances, and at any meetings at which the City requests a representative to be present during their regular working hours.

Section 9.3 The Director of the OPBA or his designee shall be allowed a cumulative total of twenty-four (24) hours off per year without pay to attend OPBA Director meetings. Such employee shall provide the Employer with at least thirty (30) days advance written notice of the date(s) being requested.

ARTICLE X - EMPLOYEE RIGHTS

Section 10.1 An employee has the right, upon request, to the presence and advice of an OPBA representative at any pre-disciplinary hearing.

Section 10.2 Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation could be the basis of such a charge.

Section 10.3 Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. In addition, the employee may record such interrogation if he has a recording device available so as not to delay the investigation. The Employer may have a transcript of such recording at the Employer's expense.

Section 10.4 When an investigation moves from investigatory to accusatory and/or the affected employee reasonably believes disciplinary action may result, the affected employee shall have the right to request and have a Union representative present. Such request shall not unreasonably delay the continuation of the investigation.

Section 10.5 An employee may request an opportunity to review his personnel file, add memoranda to the file clarifying any documents contained in the file, and may have a non-employee representative of the OPBA present when reviewing his file. A reasonable request for copies of items included in the file shall be honored. All items in an employee's file with regard to complaints and investigation will be clearly marked with respect to final disposition.

Section 10.6 In the course of an internal affairs investigation, a polygraph or computer voice stress analyzer (CVSA) examination will be administered only with the consent of the employee under investigation.

Section 10.7 Complaints by civilians which may involve suspension or discharge of an employee, shall be in writing and signed by the complainant. The Employer will furnish a copy of the complaint to the employee whom the complaint has been filed against prior to questioning or prior to the pre-disciplinary hearing, whichever occurs first.

Section 10.8 Records of written reprimands and/or verbal reprimands that are more than three (3) calendar years old shall not be used against the employee for purposes of progressive discipline. Calendar year begins with the date of infraction.

ARTICLE XI - DISCIPLINE

Section 11.1 Disciplinary action taken by the City shall be for just cause.

Section 11.2 All non-probationary employees who are suspended, demoted or discharged, shall be given written notice regarding the reason(s) for the disciplinary action. Appeals of disciplinary action shall be through the Grievance and Arbitration procedures contained herein.

Section 11.3 Prior to any discipline being imposed, the non-probationary employee shall be given a meeting to respond to the Chief of Police or his designee.

ARTICLE XII - GRIEVANCE PROCEDURE

Section 12.1 The term "grievance" shall mean an allegation by a bargaining unit employee or the City that there has been a breach, misinterpretation, or improper application of this

Agreement. It is not intended that the grievance procedure be used to affect changes in the Articles of this Agreement nor those matters not covered by the Agreement.

Section 12.2 If specific administrative agency relief of judicial or quasi-judicial nature is provided for by the ordinances of City of Oberlin, statutes of the State of Ohio or the United States for review or redress of specific matters (such as Worker's Compensation, Unemployment Compensation, etc.), such matters may not be the subject of a grievance or be processed as such. It is expressly agreed that all matters within the jurisdiction of the Oberlin Civil Service Commission, excluding the specific provisions as contained in the Labor Agreement, shall remain so and shall not be subject to a grievance within the meaning of this Article. All grievances must be processed at the proper step in order to be considered at subsequent steps and the following procedure will be observed:

Step 1. An employee who has a grievance must submit it in writing to the Lieutenant within ten (10) calendar days after the occurrence of the events upon which his grievance is based. The grievance shall include the name and position of the grievant, the provision(s) of the Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place; the identity of the party responsible for causing the said grievance; and a general statement of the nature of the grievance and the redress sought by the grievant. The grievance shall be signed and dated by the grievant and/or the steward. The Lieutenant or his designee shall give his answer within ten (10) calendar days after receipt of the grievance. The Lieutenant's or his designee's answer shall be given to the grievant or the OPBA.

Step 2. If the employee's grievance is not satisfactorily settled in Step 1, the grievant shall, within ten (10) calendar days after receipt of the Step I answer, present such grievance to the Chief. The Chief shall meet with the grievant representative of the OPBA within ten (10) calendar days after the written grievance has been filed with the Chief, and a written answer shall be given within ten (10) calendar days after the Step 2 meeting. The Chiefs answer shall be presented to the grievant or the OPBA.

Step 3. If the grievance is not satisfactorily settled with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the City Manager within ten (10) calendar days from the date of the rendering of the decision at Step 2. Copies of the written decisions shall be submitted with the appeal. The City Manager or his designee shall meet with the grievant and/or a representative of the OPBA within ten (10) calendar days after the receipt of the appeal. The City Manager or his designee shall issue a written decision to the employee and his OPBA representative within ten (10) calendar days from the date of the meeting.

Step 4. In the event a grievance is unresolved after Step 3, then within ten (10) calendar days after the rendering of the decision at Step 3, the grievant may submit the grievance to arbitration. Within this ten (10) calendar day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request the Federal Mediation and Conciliation Service to submit a panel of arbitrators and will choose one (1) by the alternative strike method.

Step 5. Prior to arbitration, the OPBA may submit the grievance to mediation with the agreement of the City. The request to submit a grievance to mediation must be received by the

Employer within five (5) calendar days of the OPBA's receipt of the City Manager's written decision described in Step 3 of this Section. The grievance shall be held in abeyance until such time as mediation is completed. Upon mutual agreement of Mediation, the OPBA will request a list of mediators from the Federal Mediation and Conciliation Service. The mediation will be deemed completed when an agreement as to the subject matter of the grievance is executed by both parties or when either party notifies the other party in writing of their intention to no longer participate in the mediation process. The parties agree to equally share the cost of the mediation including any FMCS fees.

The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

The hearing or hearings shall be conducted pursuant to the "Rules of voluntary Arbitration" of the American Arbitration Association.

The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the losing party. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Employees who are reasonably necessary to the resolution of the grievance shall attend the arbitration hearing without the necessity of subpoena and shall be compensated at their regular hourly rate for all hours during which attendance is required by the City. Any request made by either party for the attendance of witnesses shall be made in good faith, and shall not adversely affect the operations of the department.

The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

Section 12.3 The time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the City and the OPBA, be binding, and any grievances not timely presented, or timely processed thereafter, shall not be considered a grievance under this Agreement. Any grievance not timely processed by the City at any of the preceding steps may be immediately referred by the OPBA to the next level.

Section 12.4 Calendar days as provided within the Grievance procedure shall not include Saturdays, Sundays, or Holidays.

Section 12.5 An employee may present grievances and have them adjusted, without the intervention of a representative of the OPBA, as long as the adjustment, if any, is not inconsistent with the terms of the Agreement.

ARTICLE XIII - SENIORITY

Section 13.1 Seniority shall be determined by the length of full-time service with the City of Oberlin Police Department since the most recent date of hire. In case of same date of hire, seniority shall be determined by the employee's standing on the Civil Service List.

Section 13.2 Full-time employees promoted to the Sergeant's classification shall be on a non-contestable probationary period for one (1) year of active duty from the date of the promotion. If during the probationary period the City determines that such probationary employee shall be removed, he shall be returned to his former classification consistent with the other applicable terms of the Labor Agreement. However, during the probationary period disciplinary action is subject to the grievance procedure.

Section 13.3 In the event of a lay-off, members of the bargaining unit will be laid off in accordance with their seniority.

Section 13.4 A member of the bargaining unit who is laid off shall be subject to recall from layoff for a period of two (2) years provided that he maintains his current address and telephone number with the City. A recall from layoff will be in accordance with seniority.

Section 13.5 Employees failing to respond to a recall from layoff, within ten (10) calendar days of the date the City sent such recall notice to the employee's last known address as described in Section 13.4 above, shall be deemed to have quit without notice.

ARTICLE XIV - ATTENDANCE AT ASSIGNED TRAINING SCHOOLS, SESSIONS OR SEMINARS

Section 14.1 Members requesting permission to attend any school, training session or seminar shall submit a written request to the Chief stating the objective, the probable benefit to the department and the expected expense. Such request shall be evaluated by the Chief, and he shall make the final determination and communicate it to the member.

Section 14.2 If the Chief deems it necessary, he may require a member to attend any school, training session or seminar. Such attendance shall be deemed a requirement for their continued employment.

Section 14.3 Attendance at any school, training session or seminar, pertinent to police matters, shall be compensated at the applicable rate of pay. Payment for travel time and attendance in excess of the regular hours of work shall be paid at the overtime rate.

Section 14.4 Any employee required by the City to attend training shall receive an allowance for meals, when meals are not otherwise provided, at the applicable rate approved by the City. In addition, if overnight stays are required, each employee shall be reimbursed at the prevailing cost for overnight accommodations. Receipts for meals and/or accommodations must be submitted by the employee and approved by the Chief.

ARTICLE XV - HOURS OF WORK

Section 15.1 The regular working period for all employees covered by this Agreement will be eighty (80) hours in a two (2) week period. It is expressly understood that the scheduling of employees within such two (2) week periods is an exclusive management right.

ARTICLE XVI - OVERTIME

Section 16.1 All employees for work performed in excess of forty (40) hours in a work week, when approved by the supervisor in charge or the Police Chief, shall be compensated at the employee's regular base rate of pay, times one and one-half (1-1/2), for all such hours of overtime.

Section 16.2 For the purposes of this Article, all hours paid, except sick leave hours shall be included in the computation of overtime. However, sick leave hours used for medical appointments that cannot otherwise be scheduled during the employee's off-duty hours and approved by the Chief or his designee in advance, shall be considered as hours worked in the computation of overtime.

ARTICLE XVII - CONFORMITY TO LAW

Section 17.1 This Agreement shall be subject to and subordinated to any applicable present and future Federal, State, or Local Laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

Section 17.2 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

ARTICLE XVIII - OBLIGATION TO NEGOTIATE

Section 18.1 The City and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 18.2 Therefore, for the life of this Agreement, the City and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE XIX - WAIVER IN CASE OF EMERGENCY

Section 19.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Lorain County Commissioners, the Federal or State Legislature, the Police Chief, City Administrator or Oberlin City Council, such as acts of God or civil disorder, the following conditions of this Agreement may automatically be suspended at the discretion of the City:

1) Time limits for management replies on grievances, or OPBA submissions for grievances.

2) Selected work rules and/or agreements and practices relating to the assignment of all employees.

3) The privilege of leaving work to perform OPBA representation in accordance with the terms of this Agreement.

Section 19.2 Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure and shall proceed from the applicable point in the Grievance Procedure to which they had properly progressed.

ARTICLE XX - SICK LEAVE

Section 20.1 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; or 3) serious illness, injury or death in the employee's immediate family.

Section 20.2 All full-time employees shall earn sick leave at the rate of 4.6 hours per pay period of active service up to a maximum of fifteen (15) days per year. Sick leave shall accumulate without limit from year to year.

Section 20.3 An employee who is absent on sick leave shall notify his supervisor or designee of such absence and the reason therefore at least two (2) hours prior to the start of his work shift each day he is to be absent provided there are no extenuating circumstances.

Section 20.4 Sick leave may be used in segments of not less than one (1) hour.

Section 20.5 Before an absence may be charged against accumulated sick leave, the Chief or his designee may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Chief or his designee and paid by the City.

Section 20.6 If the employee fails to submit adequate proof of illness, injury or death upon request of the Chief or his designee, or in the event that such proof is submitted or upon the report of medical examination, the Chief or his designee finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered an

unauthorized leave and shall be without pay and the employee shall be subject to disciplinary action.

Section 20.7 Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as may be determined by the Chief.

Section 20.8 The Chief or his designee may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician and paid for by the City, to establish that he is not disabled from the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees.

Section 20.9 When the use of sick leave is due to illness, injury or death in the immediate family, "immediate family" shall be defined as the employee's spouse, parent(s), stepparent(s), sisters, brothers, children, stepchildren, or one for whom the employee stands in loco parentis, grandparent(s), father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, same or different sex domestic partners or any relative residing in the employee's home.

Section 20.10 An employee who transfers from this department to another department of the City shall be allowed to transfer his accumulated sick leave to the new department.

Section 20.11 Employees shall not be permitted to retain and transfer accumulated sick leave from any public service employment outside the City of Oberlin.

Section 20.12 Any Employee retiring on or before December 31, 2025, shall have two options: Option One is to take the hours earned under Article XX of the collective bargaining agreement as of December 31, 2023, as ending leave. The number of days of the Employee's ending leave shall not exceed an amount equal to thirty (30) days at one hundred percent (100%) and up to an additional sixty (60) days at thirty-three and one-third percent (33 1/3%) of the Employee's earned but unused sick days. Ending leave shall run concurrently back from the retirement date and the Employee shall be considered employed by the City for all purposes during this period of the Employee's ending leave. The Employee desiring such leave shall acknowledge in writing his or her fixed retirement date to the City on or before the beginning of that ending leave. Employee also acknowledges that such leave shall be subject to an emergency call in situation where the department calls for an "all skate." In such a circumstance, the Employee shall be compensated for his or her working hours and shall receive payment for any hours of ending leave missed because of that emergency "all skate" situation. Option Two is to take a cash payment equal to the Employee's daily rate of pay at the time of retirement, multiplied by the total number of accumulated but unused sick days earned by the Employee and certified by the City Auditor, providing that such resultant number of days to be paid shall not exceed thirty (30) days at one hundred percent (100%) and up to an additional sixty (60) days at thirty-three and one-third percent (33 1/3%).

Any employee retiring after December 31, 2025, shall be entitled to receive a cash payment equal to the Employee's daily rate of pay at retirement multiplied by the total number of accumulated but unused sick days earned by the Employee and certified by the Finance Director, providing that such resultant number of days to be paid shall not exceed thirty (30) days at one

hundred percent (100%) and up to an additional sixty (60) days at fifty percent (50%).

For purposes of this document, the term "all skate" as used herein shall mean a situation where the Police Chief or his designee determines that all members of the police force will need to report for duty because of an emergency situation.

ARTICLE XXI - HOLIDAYS/PERSONAL LEAVE DAYS

Section 21.1 All full-time employees shall be entitled to holiday time for the following holidays:

New Year's Day	Labor Day
Martin Luther King, Jr's Birthday	Indigenous Peoples' Day (as recognized City-wide)
Washington's Birthday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas Eve (Effective December 24, 2020)
Independence Day	Christmas Day

Section 21.2 Holiday time shall be added onto an employee's vacation time at the rate of eight (8) hours per holiday. If an employee also works the holiday such employee shall be paid for all hours worked on the holiday at the rate of one and one-half times his regular hourly rate of pay. In order to receive holiday compensation, an employee must work the scheduled day before and the scheduled day after the holiday itself. For purposes of the Article, medically documented sick leave and other approved paid leaves shall count as working a scheduled day.

Section 21.3 Holidays as set forth in Section 21.1 above shall be recognized on the date on which the holiday actually falls.

Section 21.4 All employees shall, in addition to all other leave benefits, be granted four (4) personal leave days annually which are to be taken within the year earned or be forfeited.

Section 21.5 Personal days shall be taken only with the advance approval of the officer in charge or Chief of Police.

ARTICLE XXII - MILITARY LEAVE

Section 22.1 All members of the bargaining unit who are members of the Ohio National Guard, the Ohio Defense Corps, the Naval Militia, or members of other reserve components of the Armed Forces of the United States are entitled to a leave of absence from their respective duties and eligible for military leave pay. Military leave pay shall consist of the difference between the employee's City base pay and his military salary for the leave of absence period. The above described employees shall be entitled to such pay, if their military salary during the leave of absence is less than their City pay would have been for such period. Military leave pay shall not exceed a total of thirty-one (31) calendar days in any one calendar year.

Section 22.2 The employee is required to submit to the City an order or statement from the appropriate military commander as evidence of such duty, including the amount received from the military.

ARTICLE XXIII - VACATIONS

Section 23.1 All full-time employees of the bargaining unit shall be entitled on their anniversary date of employment of each year to the following paid vacation provided they have worked at least one thousand forty (1,040) hours in the preceding anniversary year and have accrued the required years of service as follows:

Years of Service	Number of Weeks
After six (6) months	5 days
After one (1) year	10 days
After five (5) years	15 days
After ten (10) years	18 days
After fifteen (15) years	20 days
After twenty (20) years	25 days

NOTE: Hours worked shall be defined as actual hours worked, vacation hours approved and taken, holidays/personal hours approved and taken and compensatory time approved and taken.

Section 23.2 Earned vacation shall be awarded after the employee's first six (6) months of employment provided the employee is physically performing his duties on that date. There shall be no proration of vacation time.

Section 23.3 Vacation time shall be taken at a time approved of by the Appointing Authority.

Section 23.4 Any employee who quits or is terminated or retires and has unused vacation time, shall receive such vacation time or shall be paid for such time.

Section 23.5 Vacation time shall not be carried over from one year to another without the express written authorization of the City. Any vacation time that is unused within the year granted shall be deemed forfeited unless otherwise approved by the City.

ARTICLE XXIV - INJURY LEAVE

Section 24.1 An employee who is disabled as a result of performing duties within the course and scope of his employment as a full-time employee of the City, if such disability prevents him from performing his duties, and such claim is approved by the State Bureau of Workers Compensation, shall be paid his regular compensation during the continuance of such service related disability, but for a period not to exceed twenty-six (26) weeks from the date such service related disability was incurred.

Section 24.2 The Employer shall have the right to require an employee to have a physical exam by a physician appointed and paid by the Employer, resulting in the physician's certification

that the employee is unable to work due to the initial or recurring injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled.

Section 24.3 An officer directly involved in an incident requiring the use of "deadly force" in the course and scope of his employment, and in accordance with departmental policies and procedures, where such force results in a homicide or severe injury, shall be entitled to administrative leave, with pay, for a maximum of five (5) working days. Such administrative leave shall not be charged against sick leave or injury leave and shall be taken during the time period immediately following such incident as approved by the Chief of Police or his designee.

Section 24.4 An employee involved in an incident requiring the use of "deadly force" maybe required to consult with a psychologist or psychiatrist as recommended by the City's Employee Assistance Program Consultant. The cost of up to three such consultations shall be paid by the Employer. The Employer will pay for the cost of that treatment not covered by the City Health Benefit Plan up to $1 ,000 per year. The psychologist or psychiatrist may be required to certify to the Employer whether or not the employee is able to work as the result of his involvement in such incident.

ARTICLE XXV - JURY DUTY LEAVE

Section 25.1 Any employee who is called for jury duty, either federal, county or municipal, shall be paid all hours served up to a maximum of eight (8) hours per day at the employee's regular hourly rate. Proof of hours served must be provided to the City's Finance Department to receive payment.

ARTICLE XXVI - DOUBLE BACK / CALL-IN/REPORT PAY / COURT TIME / STAND-BY/COMP TIME

Section 26.1 If an employee is required to work in excess of eight (8) hours in any twenty-four (24) hour period, excluding shift change, then the result shall incur overtime for that officer; i.e., double backs. However, if an officer requests to work a double-back shift, then the officer shall NOT receive overtime for those hours worked. This does not preclude an employee from signing up for overtime which would result in a double back situation.

Section 26.2 No employee shall be compensated for time fifteen (15) minutes prior to or after their regular shift without the specific approval of the Chief of Police or his designee. Any time worked past forty (40) hours worked in a one week period shall be compensated at the applicable rate of pay in increments of tenths of an hour.

Section 26.3 An employee may elect to be compensated for overtime worked in the form of compensatory time. Compensatory time may be accrued up to a maximum of one hundred twenty (120) hours per calendar year. Requests for use of compensatory time shall normally be submitted by the tenth (10th) of the month preceding the date(s) being requested or as manpower needs otherwise allow. Approval of compensatory time requests shall be at the sole discretion of the Chief of Police or his designee. Compensatory time earned, but unused in any calendar year shall be paid in the last pay of December of the applicable year.

Section 26.4 Whenever an employee is called into work by the Chief or his designee or is scheduled for court appearances on behalf of the City at a time disconnected from and not abutting his normally scheduled work hours, such employee shall be compensated for a minimum of three (3) hours at time and one-half (1-1/2) the employee's regular rate of pay. The employee shall be required to log in and out with the dispatcher on duty. The Employer may require that the employee work the three (3) hours call-in-time. Any employee called into work, and subsequently advised not to report, shall not be entitled to call-in-pay. However, any employee called into work who actually reports to work and is then sent home shall be compensated for one (1) hour of work at his regular rate of pay.

Section 26.5 Any employee scheduled in at a time which does not abut his regular scheduled work shift to attend in-service training or other departmental meetings shall be compensated for a minimum of two (2) hours at time and one-half of his regular rate of pay.

Section 26.6 When the Employer calls in an off-duty employee to fill a vacancy on the shift, the following shall apply: a rotating call-in roster shall be adhered to and maintained by the bargaining unit. In the event that all available off-duty employees in the bargaining unit are called to fill a vacancy and none of them agrees to work, the employee at the bottom of the roster shall be required to report for duty to fill in the vacancy.

Section 26.7 With the prior approval of the Chief of Police or his designee, employees may be allowed to exchange shifts. Overtime shall not be incurred as the result of such exchange and hours of work shall be calculated as if the affected employees worked their regularly scheduled shifts. Any employee involved in a shift exchange who subsequently calls off work on the work day to be exchanged, shall be responsible for finding a timely replacement. Such replacement shall be considered and recorded as an additional shift exchange and shall not result in an overtime situation.

Section 26.8 At the sole discretion of the Chief of Police, required or approved school or training may be scheduled to replace an employee's regularly scheduled duty hours.

Section 26.9 Whenever an employee is required by the Chief of Police to "stand-by" for immediate call to duty, where the employee is engaged to wait for such call and is unable to leave the specified area of Lorain County, or other residence if same is located outside of Lorain County, such employee shall be compensated at the rate of one-half (1/2) of his regular base rate of pay for all hours on "stand-by."

ARTICLE XXVII - LONGEVITY

Section 27.1 Effective January 1, 2012, each full-time employee shall be entitled to a longevity benefit upon completion of five (5) full years of continuous service with The City of Oberlin. The longevity benefit shall be computed at the rate of eight-dollars and thirty-five cents ($8.35) per year of service, per month.

Section 27.2 The longevity bonus shall accrue each year on the anniversary of the employee's date of hire and be paid within thirty (30) days following the employee's anniversary date.

ARTICLE XXVIII - COMPENSATION

Section 28.1 The Hourly Rate to be paid to Sergeants shall be as follows:

	1/1/24	1/1/25	1/1/26
Probationary	$42.39	$43.88	$45.40
Non-Probationary	$43.51	$45.04	$46.61

The rank differential between Non-Probationary Sergeant's pay and a top Patrol Officer's pay will be 16% for 2024, 2025 and 2026. The rank differential between a Probationary Sergeant's pay and a top Patrol Officer's pay will be 13% for 2024, 2025 and 2026.

ARTICLE XXIX - MEDICAL/HOSPITALIZATION INSURANCE

Section 29.1 Effective January 1, 2024 the Employer will provide on behalf of each full-time employee and his/her family, the medical and prescription, dental and vision coverage, or comparable coverage, as contained in Appendix I (City of Oberlin Medical and Prescription Plans), Appendix II (City of Oberlin Dental Plan) and Appendix III (City of Oberlin Vision Plan). For Appendix I, employees will be permitted to select between "Plan A," "Plan B," or "Plan C" for the calendar year January 1, 2024 through December 31, 2024 (See Appendices I, II, and III).

Section 29.2 Effective January 1, 2024 through December 31, 2024, the employee's monthly contribution for each plan for family and single coverage will be as follows:

PLAN	FAMILY	SINGLE
Plan "A"	$274.00	$204.00
Plan "B"	$248.00	$187.00
Plan "C"	$225.00	$167.00

Section 29.3 In any event, employees shall contribute an amount equal to the percentage increase or decrease the Employer recognizes in its annual insurance costs multiplied by the contribution amounts for family or single coverage, up to a maximum of fifteen percent (15%).

Section 29.4 A city-wide joint medical/hospitalization committee comprised of two (2) representatives from the OPBA (Patrol/Sergeants Units combined); four (4) representatives from the IBEW (one (1) each from the General Maintenance Division (GMD)/Water Division/Waste Water Division/ Electric Department and four (4) non-bargaining representatives from other city departments shall be formed. The duties and other details related to the functioning of the committee shall be determined by members of the committee with the assistance and coordination from the Assistant City Manager/Human Resources Administration and/or outside professional insurance personnel with experience in assisting other public sector city-wide insurance committees.

The objective of the committee is to reduce overall medical costs for the Employer, concurrently reduce employee contributions and enhance the health and wellness of all employees. Consistent with its stated objective, the committee is responsible for analyzing, deliberating and

making recommendations to the City Manager during October, or earlier if practical, during each of the preceding years of 2024, 2025 and 2026.

Section 29.5 The specific insurance plans referenced in Section 29.1 above are hereby incorporated by reference. It is understood that any changes recommended by the committee and approved by Council and the bargaining unit that result in changes to Sections 29.1 and/or 29.2 shall be made and also incorporated by reference.

ARTICLE XXX - LIFE INSURANCE

Section 30.1 The Employer shall provide each employee with a life insurance policy with a face value of $50,000. Payment or any benefit from that policy shall be subject to the terms and conditions set forth in that policy.

ARTICLE XXXI - UNIFORM ALLOWANCE

Section 31.1 All employees shall be entitled to an annual uniform allowance in the amount of One Thousand Five Hundred ($1,500.00). Uniform allowance payments shall be made on the first full pay following June 1 and December 1 of each year. In addition, City authorized uniforms and/or equipment damaged in the line of duty will be replaced or repaired at the City's expense. The determination to replace or repair shall be made by the City.

Section 31.2 Whenever personal items required in the performance of police duties are damaged or destroyed while on duty, where damage is not the result of the negligence of the employee, the Employer shall repair or replace same, provided that it is not otherwise recoverable, up to a maximum of Two Hundred Fifty Dollars ($250.00). In the event that personal items are damaged and the repair or replacement costs are recoverable, the Employer will pay up to Two Hundred Fifty Dollars ($250.00) for the repair or replacement, and then the employee will reimburse the Employer when the employee recovers the expense.

ARTICLE XXXII - EDUCATIONAL AND OTHER PAYS

Section 32.1 In April of each year, an employee with an Associate Degree shall receive Four-Hundred Dollars ($400.00) or in the alternative, a Bachelor's Degree, Seven-Hundred Dollars ($700.00) or a Master's Degree, Eight-Hundred Dollars ($800.00).

Section 32.2 An employee enrolled in continuing education in the law enforcement field shall receive assistance in the amount of $75.00 per credit hour, and the cost of the textbook. Textbooks shall then remain the property of the Oberlin Police Department for future use. An employee must attain the grade of "C" or better. Course work must be approved by the Chief of Police or his designee prior to enrolling in the course. Reimbursement will be made upon completion of the course and documentation of the required grade. In no event shall an employee exceed payment of seven hundred fifty dollars per year ($750.00) for continued education.

Section 32.3. Employee assigned by management to perform Field Training Officer (FTO) duties shall receive an additional three dollars and fifty cents ($3.50) per hour when performing those duties.

Section 32.4 Any employee required to utilize his personal vehicle to attend required or approved training shall be entitled to a mileage reimbursement consistent with the prevailing IRS mileage allowance rate. Such mileage reimbursement shall be deemed full reimbursement for all fuel, maintenance, repair and insurance costs. Additionally, employees attending such training shall be entitled to reasonable meal reimbursement at the applicable rate approved by the City when meals are not otherwise provided.

Section 32.5 Employees assigned by management to perform K-9 handling and related duties shall be compensated seven (7) hours per two (2) week period when performing those duties. The Chief or his designee shall determine how those seven (7) hours during the two (2) week period are to be scheduled in relationship to the operating requirements of the Department. Specifically, the canine handler may be scheduled to work seventy-three (73) hours per two (2) weeks, with the remainder of the normal two (2) week period consisting of the seven (7) paid hours of off-duty canine responsibilities. Alternatively, the canine handler may be scheduled to work normal eighty (80) hours per two (2) week period, or more, with the seven (7) hours of canine responsibility being considered additional hours of work.

The canine(s) is/are the sole property of the City. Therefore, any related expenses (i.e. food, veterinarian care, kennel fees, dog handling equipment, etc.) will be the responsibility of the City of Oberlin consistent with the normal expense approval procedures of the Police Department.

Section 32.6 If a death occurs among a member of the employee's immediate family, as immediate family is defined in Article 20 (Sick Leave) - Section 20.9, such employee shall be granted, upon request, up to three (3) days bereavement leave, without loss of pay, benefits, days off, holidays, vacation time or loss of sick leave. Additional leave may be granted at the discretion of the Chief of Police, with such leave being chargeable to sick leave in accordance with the provisions of Article 20 (Sick Leave).

ARTICLE XXXIII - BULLETIN BOARDS

Section 33.1 The Employer agrees to provide space on bulletin boards in agreed upon areas for use by the bargaining unit. However, the Employer shall not be obligated to purchase bulletin boards for the OPBA's use.

Section 33.2 All OPBA notices which appear on the bulletin boards shall be signed, posted and removed by the OPBA representative during non-work time. OPBA notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

A. OPBA recreational and social affairs;

B. Notice of OPBA meetings;

C. OPBA appointments;

D. Notice of OPBA elections;

E. Results of OPBA elections;

F. Reports of non-political standing committees and independent non-political aims of the OPBA; and

G. Non-political publications, rulings or policies of the OPBA.

All other notices of any kind not covered in A through G above must receive the prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the OPBA bulletin boards at any time which contain the following:

A. Personal attacks upon any other member or any other employee;

B. Scandalous, scurrilous or derogatory attacks upon the administration;

C. Attacks on any employee organization, regardless of whether the organization has local membership; and

D. Attacks on and/or favorable comments regarding candidates for public office, or for office in any employee organization.

Section 33.3 No OPBA related materials of any kind maybe posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the OPBA.

Section 33.4 Violation of any provisions of this Article shall subject the OPBA to revocation of bulletin board posting privileges by the Employer.

ARTICLE XXXIV - LABOR/MANAGEMENT MEETINGS

Section 34.1 In the interest of sound labor/management relations, unless mutually agreed to otherwise, once every quarter on a mutually agreeable day and time, the Chief and/or his designees shall meet with not more than two (2) representatives of the bargaining unit to discuss those matters addressed in Section 34.2 herein. Additional representatives may attend by mutual agreement of the parties.

Section 34.2 An agenda will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting. The OPBA shall also supply the names of those OPBA representatives who will be attending. The purpose of such meetings shall be to:

1) Discuss the administration of this Agreement;

2) Notify the OPBA of changes made by the Employer which affect bargaining unit members;

3) Discuss the grievances which have not been processed beyond step 3 of the grievance procedure, but only when such discussions are mutually agreed to by the parties;

4) Disseminate general information of interest to the parties;

5) Discuss ways to increase productivity and improve efficiency;

6) Give the OPBA representatives the opportunity to share the views of their members on topics of interest to either party; and

7) To consider and discuss health and safety matters relating to employees.

Section 34.3 If special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 34.4 Labor/ management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

ARTICLE XXXV - DURATION

Section 35.1 This Agreement represents the complete agreement on all such matters subject to bargaining between the City and the OPBA, and except as otherwise noted herein, shall be effective January 1, 2024 and shall remain in full force and effect until December 31, 2026. If either party desires to terminate, modify or amend this Agreement for a period subsequent to December 31, 2026, notice of such desire shall be given in accordance with ORC 4417.14 (B) (1) (a). If such notice is given, this Agreement shall remain in effect until the parties reach agreement on a new contract.

ARTICLE XXXVI - PHYSICAL FITNESS INCENTIVE

Section 36.1 Physical fitness program Participants are recommended to consult with a physician before participating in the physical fitness program.

This physical abilities test is designed to test a person's physical strength, muscular endurance, coordination and agility by performing basic physical tasks that professional safety forces personnel will use throughout their career.

The objectives of the program are to develop and maintain a level of fitness and wellness within the agency that will increase job efficiency and enrich the lives of the employees.

Physical conditioning is to be done on the employee's own time and manner, as he/she sees fit. The employee will be required to sign a waiver of liability for injuries that might be incurred while training during off duty hours.

The physical fitness test shall consist of the following categories:

1) Aerobic power — Cardiovascular endurance
   - 1 ½-milerun

2) Dynamic strength — Muscular endurance
   - Sit ups
   - Push ups
   - One (1) repetition maximum bench press

3) Flexibility
   - Sit and Reach

The controlled tests that are performed and the fitness norms used to determine fitness levels are prescribed by Dr. Kenneth Cooper's Institute of Aerobic Research in Dallas, Texas, by the Y's Way to Physical Fitness, third edition, or by the State of Utah, safety forces protocol.

Section 36.2 **Qualifying for the incentive**

In order to qualify for the physical fitness incentive, participants must take part in all five (5) events. The participant must complete the 1 $^1/_2$-mile walk/run.

Section 36.3 **Incentive plan**

Employees shall receive an incentive payment of $50.00 for each individual event as long as he/she earns a minimum score of three (3) for that event. Employees shall receive Five Hundred Dollars ($500.00) if he/she scores an average of three (3) or above for all events combined. The incentive payment shall be made to the employee on the pay period following the last exam given during that calendar year. The physical fitness exam shall be administered two (2) times per calendar year, once during the early summer and once during the early fall or as mutually agreed by the Employee and the Employer. The higher score of the two test scores (if the employee participated in both fitness tests) shall be used for payment purposes.

Section 36.4 **Procedures for each test:**

1) $^1/_2$ mile walk/run
   - Use an indoor or outdoor track or another suitable running area measured so that exact distances are indicated.
   - Participant must complete this event.

2) Sit-ups
   - The participant starts laying flat on his/her back, knees bent and feet flat on the floor.
   - A partner holds the feet down.
   - The participant then performs as many correct sit ups as possible in one (1) minute.
   - In the up position, the participant should touch his/her elbows between the thigh and knees. In the down position the participant's shoulder blades should touch the ground.
   - The participant may rest in the up position.
   - The score is the total number of **correct** sit-ups.

3) Push-ups
   - Participants need to pair up. The participant not performing the push ups places his/her fist on the floor below the chest of the performing participant

- The participant lowers him/herself to the floor until his/her chest touches the fist of the partner, and then pushes to the up position.
- The participant must keep his/her back straight at all times.
- The participant continues push ups for one minute.
- The participant may rest in the up position.
- Female participants will do the same exercise except that they will have knees touching the floor instead of the balls of their feet as the men will do.

4) One (1) repetition maximum bench press
   - The participant shall be weighed prior to bench pressing.
   - The participant shall be scored using a body weight/ratio percentage. Example: in order for a 200 pound participant to score 100%, he must press 200 pounds. To score a 90%, he must press 180 pounds. To score an 80%, he must press 160 pounds, etc.
   - Participants will press a weighted bar while laying flat on the bench.
   - The participant's elbows must break 90 degrees when lowering the bar. The participant may touch the bar to his/her chest.
   - The participant may warm up before the scoring the presses.
   - The highest weight pressed shall be used for scoring purposes.

5) Sit and reach
   - Participant will sit on the floor and place his/her feet against a wall or another solid object.
   - A measuring device is placed on the floor, with the fifteen (15) inch mark placed at the feet.
   - The participant will then stretch forward and reach for his/her feet.
   - The test administrator will mark, in inches, how far the participant was able to stretch forward.

Section 36.5 **Physical fitness exam scoring criteria:**

1 ½ mile run - men

Age Score	20-29	30-39	40-49	50+
5 points	<10:15	<10:45	<11:15	<11:45
4 points	10:16-10:45	10:46-11:15	11:16-11:45	11:46-12:15
3 points	10:46-11:15	11:16-11:45	11:46-12:15	12:16-12:45
2 points	11:16-11:45	11:46-12:15	12:16-12:45	12:46-13:15
1 point	11:46-12:15	12:16-12:45	12:46-13 :15	13:16-13:45

1 ½ mile run - women

Age Score	20-29	30-39	40-49	50+
5 points	<13:00	<13:30	<14:00	< 14:30

4 points	13:01-13:30	13:31-14:00	14:01-14:30	14:31-15:00
3 points	13:31-14:00	14:01-14:30	14:31-15:00	15:01-15:30
2 points	14:01-14:30	14:31-15:00	15:01-15:30	15:31-16:00
1 point	14:31-15:00	15:01-15:30	15:31-16:00	16:01-16:30

Sit-ups - men

Age	20-29	30-39	40-49	50+
Score				
5 points	50	45	40	35
4 points	45	40	35	30
3 points	40	35	30	25
2 points	35	30	25	20
1 point	30	25	20	15

Sit-ups - women

Age	20-29	30-39	40-49	50+
Score				
5 points	45	40	35	30
4 points	40	35	30	25
3 points	35	30	25	20
2 points	30	25	20	15
1 point	25	20	15	10

Push ups - men

Age	20-29	30-39	40-49	50+
Score				
5 points	50	45	40	35
4 points	45	40	35	30
3 points	40	35	30	25
2 points	35	30	25	20
1 point	30	25	20	15

Push ups - women

Age	20-29	30-39	40-49	50+
Score				
5 points	40	35	30	25
4 points	35	30	25	20
3 points	30	25	20	15
2 points	25	20	15	10
1 point	20	15	10	5

Maximum bench press - men

Score	body weight/ratio%
5 points	100%
4 points	90%
3 points	80%
2 points	70%
1 point	60%

Maximum bench press – women

Score	body weight/ratio%
5 points	70%
4 points	60%
3 points	50%
2 points	45%
1 point	40%

Sit and reach – men and women

Score	body weight/ratio%
5 points	19 inches
4 points	17 inches
3 points	15 inches
2 points	13 inches
1 point	12 inches

ARTICLE XXXVII - EXECUTION

Section 37.1 IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 8th day of January, 2024.

FOR THE OPBA:

By: _____

FOR THE CITY

By: _____

Approved ~~as to legal form~~:

_____
Law Director

Date: 1/8/2024

LETTER OF UNDERSTANDING

December 14, 2023

George Gerken, Esq.
OPBA Representative
2222 Centennial Road
Toledo, Ohio 43617

Re: Bonus

Dear Mr. Gerken:

This will confirm our understanding reached in negotiations for the January 1, 2024, through December 31, 2026 collective bargaining agreement. The City shall pay a bonus of $625.00 to each member of the bargaining unit in the first payroll on or after January 1, 2024, should this agreement be adopted by the Union without going to fact-finding or any other procedures before SERB.

Sincerely,

Rosalind Watson
Human Resources Administrator

LETTER OF UNDERSTANDING

George Gerken, Esq.
OPBA Representative
2222 Centennial Road
Toledo, Ohio 43617

RE: Ohio Patrolmen's Benevolent Association (Sergeants) and City of Oberlin
(Pay Adjustments)

Dear Mr. Gerken,

This will confirm our discussions that pay adjustments would apply to payment amounts received by Patrol Officers in January 2024, 2025 and 2026 regardless of the date(s) such payment amounts were earned, provided such payments were contractually proper.

Sincerely,

Rosalind Watson
Human Resources Administrator

Confirmed:

George Gerken, Esq

Appendix I

City of Oberlin
Medical & Prescription Plans

		PLAN A	PLAN B	PLAN C (HSA)
Network Benefit Deductible	Network (1)	$250/$500	$1,250/$2,500	$3,200/$6,400
	Non-Network	$500/$1,000	$2,500/$5,000	$6,400/$12,800
Coinsurance OOP Max	Network	$600/$1,200	$4,500/$9,000	$6,750/$13,500
	Non-Network	$1,200/$2,400	$9,000/$18,000	$13,500/$27,000
Physician Office Visit Copay	Network	$10 copay	$15 copay	80% after deductible
	Specialist	$25 copay	$30 copay	80% after deductible
	Non-Network	70% after deductible	60% after deductible	60% after deductible
Emergency Room Copay	Admitted	100% no deductible	100% no deductible	80% after deductible
	Non-Emergency	$250 copay, 90% no deductible	$250 copay, 80% no deductible	80% after deductible
Urgent Care		$40 copay	$45 copay	80% after deductible
Prescription Drugs:	Generic Copay	$5	$10	80% after deductible
Retail (30 Day Supply)	Formulary Copay	$15	$20	80% after deductible
	Brand Copay	$30	$35	80% after deductible
	Specialty	$125	$125	80% after deductible
Mail Order:	Generic Copay	$12.50	$25	80% after deductible
(90-Day Supply)	Formulary Copay	$37.50	$50	80% after deductible
	Brand Copay	$75.00	$87.50	80% after deductible

(1) See Schedule of Benefits in Plan Document for specifics

Appendix II

City of Oberlin
Dental Plan

Network Benefit Deductible	
Single	$25
Family	$50
Diagnostic & Preventative Services	100%
Basic Dental Services	100%
Major Dental Services	90%
Orthodontic Services	80%
Annual Maximum	$2,500
Orthodontia Maximum (1)	$500

(1) Lifetime Maximum of $500

Appendix III

City of Oberlin
Vision Plan

Frequency of Service		
Exam	Every 12 months	
Materials		
Lenses (or contact lenses in lieu of lenses)	Every 12 months	
Frames	Every 24 months	
Copay	**IN NETWORK**	**OUT OF NETWORK**
Exam	$10	
Materials	$25	
Benefits		
Eye Exams	Covered in Full After Copay	Reimbursed up to $45
Single Vision Lenses	Covered in Full After Copay	Reimbursed up to $30
Bifocal Lenses	Covered in Full After Copay	Reimbursed up to $50
Trifocal Lenses	Covered in Full After Copay	Reimbursed up to $65
Lenticular Lenses	Covered in Full After Copay	Reimbursed up to $100
Frames	$130 Allowance	Reimbursed up to $70
Contact Lenses - Medically Necessary	Covered in Full After Copay	Reimbursed up to $210
Contact Lenses - Cosmetic/Elective	$130 allowance	Reimbursed up to $105

Appendix IV

MEMORANDUM OF UNDERSTANDING

The City of Oberlin (hereinafter referred to as the "City") and the Ohio Patrolmen's Benevolent Association (hereinafter referred to as the "OPBA") on behalf of the full-time Patrol Officers, full-time Sergeants and full-time Dispatchers, agree that employees of these three (3) named bargaining units shall be eligible to donate and/or receive sick leave under the same terms and conditions as described and contained in the City of Oberlin Sick Leave Donation Policy for non-bargaining employees.

Dated this 15th day of ~~May~~ June, 2015.

For the Union:

Kevin Powers

For the City:

City Manager

Appendix V
LETTER OF UNDERSTANDING

Kevin Powers, Esq.
Ohio Patrolmen's Benevolent Association
10147 Royalton Road, Suite J
North Royalton, OH 44133

RE: Purchase of Personal Service Weapon

Dear Mr. Powers,

This will confirm our discussions during the 2102 - 2013 negotiations that the City and the Union agree to the following:

At retirement, employees may purchase their personal service weapon provided the following conditions are met:

- The employee has a minimum of 15 years of service;
- The employee retires under the rules governed by the Police and Fireman's Disability and Pension Fund, except for mental disability, and is otherwise legally eligible to own a firearm in the state of Ohio;
- The employee retires in "good standing" with the City;
- The employee signs a waiver, as provided by the City, indemnifying and holding the City harmless from any claims or actions involving the use of the weapon;
- The cost of the weapon purchase will be $25.

Very truly yours,

Joseph F. Lencewicz
(via electronic signature)
Joseph F. Lencewicz
Labor Relations Representative

Appendix VI
LETTER OF UNDERSTANDING

Mr. George Gerken, Esq.
10147 Royalton Road, Suite J
North Royalton, OH 44133

RE: Parental Leave

Dear Mr. Gerken,

This will confirm our understanding that during the 2020 negotiations, the parties mutually agreed that effective January 1, 2021, employees shall be eligible for "PARENTAL LEAVE" under the same terms and conditions as contained and described in the City of Oberlin "Parental Leave" policy for non-bargaining employees.

Very truly yours,

Joseph F. Lencewicz
(via electronic signature)
Joseph F. Lencewicz
Labor Relations Representative
City of Oberlin

Confirmed:

George Gerken, Esq. *(via electronic signature)*
George Gerken, Esq.