CITY OF OBERLIN, OHIO

ORDINANCE No. 23-73 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 PATROL OFFICERS 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 Patrol Officers 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

between the

CITY OF OBERLIN, OHIO

and

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
(PATROL OFFICERS)

EFFECTIVE: JANUARY 1, 2024
EXPIRES: DECEMBER 31, 2026

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PREAMBLE

Section 1 This agreement, entered into by the City of Oberlin, hereinafter referred to as the "Employer", and the Ohio Patrolmen's Benevolent Association or its successor in interest, hereinafter referred to as the "OPBA" or the "Union", has as its purpose the following:

To comply with the applicable requirements of Chapter 4117 of the Ohio Revised Code; to set forth the full and complete understandings and Agreements between the parties governing the wages, hours, terms and other conditions of employment for those patrol officers in the Employer's Police Department included in the bargaining unit as defined herein; and to provide a peaceful procedure for the resolution of differences in accordance with the grievance procedure contained herein.

ARTICLE I - RECOGNITION

Section 1.1 The Employer recognized the OPBA as the sole and exclusive representative for those employees of the Employer in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed full-time in the following classification:

PATROL OFFICERS

Section 1.2 Notwithstanding the provisions of this Article, management, confidential, professional, supervisory, part-time, temporary, seasonal, reserve and employees in the unclassified service shall not be included in the bargaining unit.

Section 1.3 All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

Section 1.4 The Employer will furnish the OPBA a list of all employees in the included classification covered by this Agreement indicating their starting date of employment annually and supplement such list as new employees are hired.

ARTICLE II - DUES DEDUCTION

Section 2.1 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 2.2 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 2.3 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 2.4 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 check-off authorization. Said revocation must be submitted to the City in writing.

Section 2.5 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 2.6 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 2.7 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 2.8 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 2.9 The City agrees to remit a warrant in the aggregate amount of the deductions to the Union.

ARTICLE III - MANAGEMENT RIGHTS

Section 3.1 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 -divisions) within or to other operations -divisions; to determine the work methods and the number and location 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 these rights as are expressly provided herein.

Section 3.2 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 IV - EMPLOYEE RIGHTS

Section 4.1 An employee has the right upon request to the presence and advice of an OPBA representative at any pre-disciplinary hearing.

Section 4.2 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 4.3 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 recording device available so as not to delay the investigation. The Employer may have a transcript of such recording at the Employer expense.

Section 4.4 When an investigation moves from investigatory to accusatory and/or the affected employee reasonable 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 4.5 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 investigations will be clearly marked, with respect to final disposition.

Section 4.6 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 4.7 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 4.8 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 V - NO STRIKE/NO LOCKOUT

Section 5.1 The Employer and the OPBA recognize that a strike would create a clear and present danger to the health and safety of the public and that this Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

A. During the term of this Agreement, the OPBA shall not authorize, cause, engage in, sanction or assist in any sick call, work stoppage, strike, sympathy strike, or slowdown which affects the Employer or his operations. Should any employee(s) engage in a sick call, work stoppage, strike, sympathy strike or slowdown, the OPBA will promptly do whatever it can to prevent or stop such unauthorized acts, including the preparation of a letter addressed to the Employer stating "the strike action is not sanctioned by the OPBA and that all employees should return to work immediately." Such letter shall be signed by the ranking OPBA officer of the Local and the appropriate non-employee OPBA representative.

Section 5.2 In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 1 of this Article are subject to discipline or discharge by the Employer.

Section 53 During the term of this Agreement, the Employer shall not cause, permit or engage in any lockout of its employees unless those employees shall have violated Section 1 of this Article.

Section 5.4 Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE VI - ASSOCIATION REPRESENTATION

Section 6.1 One (1) representative will be recognized by the Employer 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 6.2 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 Employer 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 Employer will compensate a representative at the normal rate for the time spent in the good faith processing of grievances, and at any meetings at which the Employer requests a representative to be present during regular working hours.

Section 6.3 The Director or Assistant Director of the OPBA shall be allowed a cumulative total of twenty-four (24) hours off per year without pay to attend OPBA Director meetings. Such employees shall provide the Employer with at least thirty (30) days advance written notice of the date(s) being requested.

ARTICLE VII - DISCIPLINE

Section 7.1 Disciplinary action taken by the Employer shall be for just cause.

Section 7.2 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 7.3 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 VIII - GRIEVANCE PROCEDURE

Section 8.1 The term "grievance" shall mean an allegation by a bargaining unit employee or the Employer 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 this Agreement.

Section 8.2 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 the 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 at Step 1, the grievant shall, within ten (10) calendar days after receipt of the Step 1 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 Chief's 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) working 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 Employer. 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.

Section 8.3 The time set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the Employer 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 Employer at any of the preceding steps may be immediately referred to by the OPBA to the next level.

Section 8.4 Calendar Days as provided within the Grievance procedure shall not include Saturdays, Sundays or Holiday.

Section 8.5 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 IX - NON-DISCRIMINATION

Section 9.1 Neither the Employer nor the OPBA 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 9.2 Where there is an alleged violation of the provisions of Title VII or Chapter 4112 ORC that qualifies for appeal under the rules of the Equal Employment Opportunity Commission, or the Ohio Civil Rights Commission, such matter shall not be appealable through the grievance procedure contained in this Agreement. However, the Employer, the employee and their representative, if desired by the employee, may meet in an effort to resolve the alleged violation prior to the appeal to any outside agency.

Section 9.3 The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the OPBA, and the Employer shall not discriminate, interfere, restrain, or coerce any employee because of any legal employee activity in an official capacity on behalf of the OPBA, as long as that activity does not conflict with the terms of this Agreement.

Section 9.4 The OPBA agrees not to interfere with the rights of employees to refrain or resign from membership in the OPBA, and the OPBA shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the OPBA or involvement on OPBA activities.

Section 9.5 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE X - OBLIGATION TO NEGOTIATE

Section 10.1 The Employer 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 agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 10.2 Therefore, for the life of this Agreement, the Employer 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 XI - CONFORMITY TO LAW

Section 11.1 This Agreement shall be subject to and subordinated to any applicable present and future Federal laws. 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 11.2 If the enactment of legislation, or a determination by a court of final and competent jurisdiction 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 XII - DUTY HOURS

Section 12.1 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 scheduling of employees within such two (2) week periods is an exclusive management right.

Section 12.2 Employees shall normally be paid for an average of eighty (80) hours of work per pay period. An employee incurring an unexcused absence or unpaid absence shall have their pay appropriately reduced either in the pay period within which the unpaid absence (s) occur, or in the pay period immediately following in accordance with established payroll procedures.

Section 12.3 Employees shall not have their pay docked during pay periods where they may be scheduled for less than eighty (80) hours provided the employee works or is in active pay status for the full work period or work schedule.

ARTICLE XIII - OVERTIME PAY

Section 13.1 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 13.2 For 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 XIV - DOUBLE BACK/CALL - IN/REPORT PAY/COURT TIME/STAND-BY/COMP TIME

Section 14.1 If an officer 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 officer from signing up for overtime which would result in a double-back situation.

Section 14.2 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 14.3 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 14.4 Whenever an employee is called into work by the Chief or his designee or is scheduled for court appearances on behalf of the Employer 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. Employees shall be required to log in and out with the dispatcher on duty. The Employer may require that employees work three hours of call-in time. 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. Any employee called into work, and subsequently advised not to report shall not be entitled to call-in pay.

Section 14.5 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 his regular rate of pay.

Section 14.6 When the Employer calls in an off-duty officer to fill a vacancy in 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 officers in the bargaining unit are called to fill a vacancy and none of them agrees to work, the officer at the bottom of the roster shall be required to report for duty to fill in the vacancy.

Section 14.7 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 14.8 At the sole discretion of the Chief of Police, required or approved school or training time may be scheduled to replace an employee's regularly scheduled duty hours. Such designated school or training time shall not result in an overtime situation being incurred by the Employer. This provision shall not apply to internal departmental training sessions.

Section 14.9 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, 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".

Section 14.10 All differential time slips shall be turned in prior to midnight at the end of the work week. Time not turned in will revert to compensatory time. Officer-in-charge pay will be lost.

ARTICLE XV - HOLIDAYS

Section 15.1 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 15.2 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 and 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 15.3 Holidays as set forth in Section 15.1 above shall be recognized on the date on which the holiday actually falls, as identified by a list of the dates provided by the bargainingunit and approved by the Employer. This list shall be submitted on or before January 1 of each year.

ARTICLE XVI - VACATIONS

Section 16.1 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:

Length of service	Vacation
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

Section 16.2 Earned vacation shall be awarded after the employee's first six (6) months of employment in accordance with the above schedule, provided the employee is employed by the Employer at that time. There shall be no proration of vacation time.

Section 16.3 Vacation time shall be taken at a time approved of by the Appointing Authority.

Section 16.4 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 16.5 Vacation time shall not be carried over from one year to another without the express written authorization of the Employer. Any vacation time that is unused within the year granted shall be deemed forfeited unless otherwise approved by the Employer. Such approval shall be handled on an individual basis and shall not be unreasonably denied.

Section 16.6 Employees hired after January 1, 1992, shall not be permitted to carry-over prior service credit from other public employers for vacation purposes.

ARTICLE XVII - SICK LEAVE

Section 17.1 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 17.2 All full-time employees shall earn sick leave at the rate of 4.6 hours per pay period in active pay status up to a maximum of fifteen (15) days per year. Sick leave shall accumulate without limit from year to year.

Section 17.3 An employee who is absent on sick leave shall notify his supervisor or designee of such absence and the reason therefore prior to the start of his work shift each day he is to be absent. At least two (2) hours prior notification is preferred, but not required.

Section 17.4 Sick leave may be used in segments of not less than one (1) hour.

Section 17.5 Before an absence may be charged against accumulated sick leave, the Chief 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 and paid by the Employer.

Section 17.6 If the employee fails to submit adequate proof of illness, injury or death upon request of the Chief, or in the event that upon such proof as is submitted or upon the report of

medical examination, the Chief 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.

Section 17.7 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 17.8 The Chief 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 Employer, 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 17.9 When sick leave is used due to illness, injury or death in the immediate family, "immediate family" shall be defined as the employee's spouse, parent(s), stepparents(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 17.10 An employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department.

Section 17.11 Any employee who has accumulated sick leave earned from being employed by the State of Ohio or any other political subdivision of the State of Ohio and who has become employed by the Employer within ten (10) years from his termination from such other public employer, shall be allowed to transfer said accumulation to his sick leave accumulation with the Employer, providing that such sick leave accumulation shall be limited to the existing maximum accruable amount in effect at the time of transfer in this Agreement.

Section 17.12 Any Employee retiring on or before December 31, 2025, shall have two options: Option One is to take the hours earned under Article XVII 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 XVIII - PERSONAL LEAVE

Section 18.1 All employees shall, in addition to all other leave benefits, be granted four (4) personal days per calendar year which are to be taken within the year earned or be forfeited. Such leave shall be prorated for new hires upon employment.

Section 18.2 Personal days shall only be taken with the advance approval of the officer in charge or Chief of Police.

ARTICLE XIX - INJURY LEAVE

Section 19.1 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 19.2 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 19.3 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 19.4 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 XX - JURY DUTY LEAVE

Section 20.1 Any employee who is called to 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 XXI - COMPENSATION

Section 21.1 The Hourly Rate to be paid to Patrol Officers shall be as follows:

	1.00/hr market adjustment	4%	3.5%	3.5%
	1/1/24	1/1/24	1/1/25	1/1/26
Start	$30.51	$31.73	$32.84	$33.99
After 1 year	$32.33	$33.62	$34.80	$36.02
After 2 years	$34.26	$35.63	$36.88	$38.17
After 3 years	$36.07	$37.51	$38.83	$40.18

NOTE: The City at its discretion may start new hires at any of the above four (4) steps or may accelerate an employee's step progression as it deems appropriate. Thereafter, the annual step progression shall be based on the initial hire step or the accelerated step progression.

ARTICLE XXII - LONGEVITY

Section 22.1 Effective January 1, 2015, each full-time employee shall be entitled to a longevity benefit upon completion of five (5) full years of continuous service. The longevity benefit shall be computed at the rate of eight dollars ($8.35) per year of service, per month.

Section 22.2 The longevity bonus will accrue each year on the anniversary of the employee's date of hire and be paid within 30 days of the employee's anniversary date.

ARTICLE XXIII - EDUCATIONAL AND OTHER PAYS

Section 23.1 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 23.2 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 23.3 Any employee who is designated by the Employer to act as the senior officer in charge of a shift and performs such duties by being in charge of a work shift four dollars ($4.00) each hour worked.

Section 23.4 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 23.5 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 the 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 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 23.6 Employees 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 23.7 If a death occurs among a member of the employee's immediate family, as immediate family is defined in Article 17 (Sick Leave — Section 17.9), 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 maybe granted at thediscretion of the Chief of Police, with such leave being chargeable to sick leave in accordance with the provisions of Article 17 (Sick Leave).

ARTICLE XXIV - UNIFORM ALLOWANCE

Section 24.1 Effective January 1, 2015, all newly hired probationary employees shall receive an initial issue including five long sleeve shirts, five short sleeve shirts, two ties, five pairs of trousers, a winter jacket, severe weather gear, a lightweight jacket, a winter cap, an eight point cap, a breast badge, cap ornamentation, a raincoat, a rain hat, a gun belt, all necessary leathers, a sidearm, a nightstick, two name plates, a whistle and whistle chain, handcuffs, a metal case for a citation book, and any other article required by the department.

Section 24.2 All non-probationary 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 24.3 If an employee is employed for less than one (1) full year, or if the probationary period ends after January 1 of any year, the uniform allowance shall be prorated in accordance with the time of service of the employee. Time in service shall be computed on the basis of each full month worked and following completion of probation.

Section 24.4 Whenever personal items required in the performance of police duties are damaged or destroyed while on duty, 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). It is understood that in the event that personal items are damaged and that the repair costs are recoverable, the Employer will pay for the replacement, up to Two Hundred Fifty Dollars ($250.00), and will be reimbursed by the officer once he receives the reimbursement. This situation covers incidents where the damage was not the result of a negligent act of the officer.

Section 24.5 The purchase of the City issued firearm by a Patrol Officer who retires from the Department in good-standing shall be the subject of the reopener negotiations in 2013.

ARTICLE XXV - INSURANCE

Section 25.1 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" (Sec Appendices I, II, and III).

Section 25.2 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 25.3 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 25.4 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 25.5 The specific insurance plans referenced in Section 25.1 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 25.1 and/or 25.2 above shall be made and also incorporated by reference.

Section 25.6 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 XXVI - BULLETIN BOARDS

Section 26.1 The Employer agrees to provide space on bulletin boards in agreed upon areas for use by the OPBA. However, the Employer shall not be obligated to purchase bulletin boards for the OPBA's use.

Section 26.2 All OPBA notices which appear on the bulletin boards shall be signed, posted and removed by the OPBA Director 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 arms 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:

1. Personal attacks upon any other member or any other employee;
2. Scandalous, scurrilous or derogatory attacks upon the administration;
3. Attacks on any employee organization, regardless of whether the organization has local membership; and
4. Attacks on and/or favorable comments regarding candidates for public office, or for office in any employee organization.

Section 26.3 No OPBA related materials of any kind may be 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 26.4 Violation of any provisions of this Article shall subject the OPBA to revocation of bulletin board posting privileges by the Employer.

ARTICLE XXVII - SENIORITY AND LAYOFFS

Section 27.1 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 27.2 The probationary status of newly-hired Patrol Officers shall be for a period of one (1) year from date of hire.

Section 27.3 Employees in the bargaining unit may be laid off only for lack of work or lack of funds.

Section 27.4 In the event of a layoff, employees in the bargaining unit will be laid off in accordance with their departmental seniority with probationary employees being the first to be laid off, in accordance with their length of service and following with non-probationary employees in accordance with their departmental seniority with the Employer.

Section 27.5 An employee in the bargaining unit who is laid off shall be subject to recall from such layoff for a period of two (2) years.

Section 27.6 Recall from layoff will be based upon departmental seniority, with the last to be laid off being the first to be recalled, and processed on the basis of seniority. The Employer shall recall laid off employees by certified mail return receipt requested, sent to the last known address that the employee has on file with the Employer.

Section 27.7 Employees failing to respond to a recall from layoff within ten (10) calendar days of the date the Employer sent such recall notice to the employee's last known address as described in Section 27.6 above shall be deemed to have quit without notice.

ARTICLE XXVIII - WAIVER IN CASE OF EMERGENCY

Section 28.1 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 Employer:

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

(2) Selected work rules and/or agreement 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 Article VII of this Agreement.

Section 28.2 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 XXIX - LABOR/MANAGEMENT MEETINGS

Section 29.1 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 or the OPBA to discuss those matters addressed in Section 30.2 herein. Additional representatives may attend by mutual agreement of the parties.

Section 29.2 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 29.3 If special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 29.4 Labor/management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

ARTICLE XXX - DRUG TESTING

Section 30.1 The Employer may implement a drug testing program or may require individual employees to be tested for drug and/or substance abuse. Such testing shall be upon

probable cause with all testing costs paid by the Employer. Employees required to be tested on off-duty time shall be compensated for such time.

Section 30.2 Prior to the commencement of the drug testing program, the Employer will meet with the Union to discuss the procedure under which the testing will be administered.

ARTICLE XXXI - DURATION OF AGREEMENT

Section 31.1 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 XXXII — PHYSICAL FITNESS INCENTIVE

Section 32.1 **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 mile run

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 32.2 **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 32.3 **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 32.4 **Procedures for each test:**

1. 1 ½ 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 hint/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 their 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 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 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 32.5 **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

SIGNATURE PAGE

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: <u>Ohio Patrolmen's Benevolent Association (Patrol Officers) and City of Oberlin</u> (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:

Steven 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: Patrol Officer Jessica Beyer Vacation Eligibility Date

Dear Mr. Powers,

This will confirm our discussions during the 2102 negotiations that the City would grant Officer Beyer service credit from her employment with the City of Oberlin Municipal Court for vacation accrual. It is understood that the seniority date of September 7, 2004 shall be for the sole purpose of vacation eligibility.

It was further agreed that a one-time vacation adjustment of five (5) vacation days would be added to her vacation eligibility for 2012.

Very truly yours,

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

Appendix VI
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
City of Oberlin

Appendix VII
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.