CITY OF OBERLIN, OHIO

ORDINANCE No. 23-83 AC CMS

AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF OBERLIN, OHIO, AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW) 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 IBEW 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: December 18, 2023

2nd Reading: _____

3rd Reading: _____

ATTEST:

Belinda B. Anderson

BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL

Bryan Burgess

BRYAN BURGESS
PRESIDENT OF COUNCIL

POSTED: 12/19/2023

EFFECTIVE DATE: 12/18/2023

LABOR AGREEMENT

CITY OF OBERLIN

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 39

JANUARY 1, 2024
Through
DECEMBER 31, 2026

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ARTICLE 1
PREAMBLE

Section 1.1 This agreement is hereby entered into between the City of Oberlin, hereinafter referred to as the "City" and the International Brotherhood of Electrical Workers, Local #39 hereinafter referred to as the "Union."

ARTICLE 2
PURPOSE

Section 2.1 The City and the Union 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 City; 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 City'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 3
RECOGNITION

Section 3.1 The City recognizes the IBEW as the sole and exclusive representative for the purpose of negotiating wages, hours, terms and other conditions of employment for the employees of the City in the bargaining unit. Wherever used in this Agreement "bargaining unit" shall be deemed to include those individuals employed as full-time and regular permanent part-time by the City in the classifications as set forth in Section 3.2 below.

Section 3.2 Classifications include IBEW Local Union 39 public employees of the City of Oberlin in the following classifications: Lead Operator, Plant Operator, Plant Operator B, Crew Leader, Lead Operator Distribution, Distribution Operator, Distribution Operator B, Service Maintenance Worker, Lead Vehicle Maintenance Mechanic, Mechanic, Collections Operator, Collection Operator B, Lab Technician, Acting Lab Technician, Operator/Assistant Lab Technician, Acting Assistant Lab Technician, Construction Technician, Field Maintenance Specialist, Operator/Mechanic, Lead Operator/Mechanic, Journeyman Lineman, Line Crew Leader, Lineman B, Electric Technician I, Electric Technician II, and Inventory Purchasing Specialist

Classifications excluded: management, confidential, professional, fiduciary, supervisory, casual, and seasonal employees.

Section 3.3 In the event of a change of duties of a position within the bargaining unit resulting in reclassification of a position as determined by the City or in the event that the City establishes a new position, the City will notify the union of such changes prior to implementation and the City reserves the right to determine whether the new or changed position will be included in or excluded from the bargaining unit. If the union disputes the City's determination of the bargaining unit status, the parties will meet to attempt to resolve their disagreement. If the parties are unable to agree on the bargaining unit status of the position, the issue shall be subject to appeal by the Union through the Grievance Procedure as contained in Article 11 (Grievance Procedure).

Section 3.4 Substantial changes in the methods of operation, tools, and/or equipment of a shop shall be the prerogative of the City. The establishment of the rate of pay for such job(s) and the placing of such job(s) in an existing classification shall likewise be the prerogative of the Employer. If the Union disagrees

with the rate of pay established for such job(s), a grievance may be filed in accordance with the provisions of the grievance procedure contained herein. The arbitrator shall have the authority to establish the rate of pay for the position within the parameters of the rates as proposed by the City and requested by the Union. Any award of the arbitrator may be retroactive to the date the grievance was filed by the Union.

Section 3.5 Any rate and classification mutually agreed to by the City and the Union, or decided by an arbitrator, shall become part of the wage rates contained herein.

ARTICLE 4
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 check-off 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 5
MANAGEMENT RIGHTS

Section 5.1 Except as specifically limited herein, the City shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain maximum efficiency of operations.

Specifically, the City'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 employment rules and regulations; to reorganize, discontinue, or enlarge any operation, or division within the City; 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; specify and require the participation of appropriate medical examinations and/or drug and substance abuse testing programs; subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein.

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

ARTICLE 6
NON-DISCRIMINATION

Section 6.1 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, sexual orientation, gender identity or expression or any other protected class under federal law, state law, or the Employer's ordinances.

Section 6.2 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 6.3 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 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 6.4 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 7
NO STRIKE / NO LOCKOUT

Section 7.1 It is the intent of the parties that the procedures outlined in this agreement shall serve as a means for peaceful settlement of all disputes that may arise between the parties during the life of this agreement;

Section 7.2 The Union will not cause, sanction or permit, nor will any member of the Union cause or take part in any strike, work stoppage, sit-down, stay-in, slowdown, walkout, picket or any curtailment of work in any of the City's facilities or picket any of the City's premises, personal residences or places of business during the life of this agreement. Violators will be subject to disciplinary action up to and including discharge and the only question of whether or not the employee did in fact participate in or promote such action shall be subject to appeal.

Section 7.3 There shall be no lockout by the City during the life of this agreement as long as employees do not violate the terms of Section 7.2 of this Article.

Section 7.4 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 promptly publicly denounce such violations, disclaim approval and conspicuously post notices over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notices shall instruct all employees to return to work immediately.

ARTICLE 8
UNION REPRESENTATION/UNION VISITATION

Section 8.1 The City will recognize one (1) employee from each of the following areas (Water, Electric, Wastewater, and GMD\Community Services) selected by the Union to act as stewards for the purpose of processing grievances in his area and attending meetings as required by the City in accordance with the provisions of this Agreement. The Union may designate one (1) alternate steward to act in the absence of the area steward. No employee shall be recognized by the City as an area steward or alternate area steward unless the Union has presented the City with written certification of that person's selection.

Section 8.2 The City will recognize the Business Manager, Local Unit Chairperson, or his designee as the representative for processing grievances. In order for the designee to be recognized, the Union must present written notification to the City Manager.

Section 8.3 The investigation of grievances shall not interfere with the normal operations of the City. Attendance at grievance hearings and other meetings in accordance with the provisions of this Agreement during regular work hours shall be without loss of pay. However, employees shall not be compensated for attendance at such hearings and/or meetings during non-work hours.

Section 8.4 Non-employee Union representatives will be recognized by the City and admitted to the City's facilities during working hours for the purpose of investigation, processing and for adjusting of grievances or attending meetings as permitted herein, upon receipt of reasonable advance notice to the City and consistent with the operating requirements of the City.

Section 8.5 Rules governing the activity of local Union representatives are as follows:

A Union representative shall not leave his assigned work area to conduct Union business until he has secured permission and has been released to do so by the Department Head or his designee.

The Union shall not conduct Union activities in any work areas without notifying the Department Head or his designee of the nature of the Union activity and securing approval by the Department Head or his designee to do so.

Section 8.6 It is the mutual responsibility of the City and the Union to cooperate in good faith in providing a fair and timely grievance procedure while at the same time keeping to a minimum the time lost due to the investigation and processing of employee grievances.

ARTICLE 9
DISCIPLINE

Section 9.1 Disciplinary action taken by the City shall be for just and sufficient cause and administered on an individual basis.

Section 9.2 The City shall provide written notice to the Local Unit Chairperson and employee of the results of the pre-disciplinary hearing which shall include reasons for any discipline rendered, within ten (10) working days of the pre-disciplinary hearing. The Union will provide the City with written notice of where such letters are to be sent or hand delivered locally.

Section 9.3 Prior to any discipline being imposed, the non-probationary employee shall be given a meeting to respond to the Department Head or his designee.

Section 9.4 Records of written reprimands and/or verbal warnings shall cease to have force and effect or be considered in future discipline matters three (3) years after their effective date. Records of suspension shall cease to have force and effect or be considered in future discipline matters five (5) years after their effective date.

ARTICLE 10
GRIEVANCE PROCEDURE

Section 10.1 The term "grievance" shall mean an allegation by a bargaining unit employee or the City that there has been a breach, misrepresentation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by the Agreement.

Section 10.2 If specific administrative agency relief of judicial or quasi-judicial nature is provided for by the ordinances of the 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 processed as such. It is expressly agreed that all matters within the jurisdiction of the Oberlin Civil Service Commission, excluding specific provisions as contained in the 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 or the area steward must submit it in writing to the Department head 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 area steward. The Department Head or his designee shall give his answer within seven (7) calendar days after receipt of the grievance to the grievant and the Union.

Step 2. If the grievance is not satisfactorily settled with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed by the Business Manager, Local Unit Chairperson, or his designee within five (5) calendar days from the date of the rendering of the decision at Step 1. Copies of the written decisions shall be submitted with the appeal. The City Manager or his designee shall meet with grievant and/or the Business Manager or his designee and the area Steward if needed, within twenty (20) calendar days after the receipt of the appeal. The City Manager or his designee shall issue a written decision to the employee and the Union within fifteen (15) calendar days from the date of the meeting.

Step 3. Prior to arbitration, the Union 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 City within five (5) working days of the Union's receipt of the City Manager's written decision described in Step 2 of this Section. The grievance shall be held in abeyance until such time as mediation is completed. 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.

Step 4. In the event a grievance is unresolved after Step 2 or 3, then within twenty (20) calendar days after the rendering of the decision at Step 2, the Union may submit the grievance to arbitration. Within this twenty (20) day calendar 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.

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 for 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 10.3 The time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the City and the Union, 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 Union to the next level.

Section 10.4 Calendar days as provided within the Grievance Procedure shall not include Saturdays, Sundays, or Holidays.

Section 10.5 It is understood that any disciplinary action resulting in suspension and\or discharge shall be subject to the grievance procedure.

ARTICLE 11
PROBATIONARY PERIODS

Section 11.1 Every newly hired employee will be required to successfully complete a non-contestable probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the City and shall continue for a period of one-thousand four hundred forty (1,440) hours worked. A newly hired probationary employee may be terminated at any time during his probationary period.

Section 11.2 A newly promoted employee will be required to successfully complete a non-contestable probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin with the effective date of the promotion and shall continue for a period of seven hundred twenty (720) hours worked. A newly promoted employee who evidences unsatisfactory performance as determined solely by the City may be returned to his former position any time during his probationary period. Within thirty (30) calendar days of the employee being awarded the new job vacancy, the employee may request in writing to the City to return to his former classification provided that a vacancy exists in his former classification as determined solely by the City.

Section 11.3 Probationary employees as defined in both 11.1 and 11.2 above shall not be eligible for promotion to any other position until they have completed their probationary period.

ARTICLE 12
SENIORITY

Section 12.1 Seniority shall be determined by the length of full-time service with the City of Oberlin since the most recent date of hire and upon satisfactory completion of the probationary period as defined in Article 11.

Section 12.2 In the event of a lay-off, members of the bargaining unit will be laid off in accordance with their seniority, unless in the City's judgment an employee's skill(s) are deemed necessary to the effective operations of the City. In the event of a lay-off the City will give at least a fourteen (14) calendar day notice by certified mail to the Union.

Section 12.3 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 and ability to perform the requisite duties as determined by the City.

Section 12.4 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 12.3 above, shall be deemed to have quit without notice.

Section 12.5 Continuous service and seniority shall be terminated when an employee:

a) quits or resigns;

b) is discharged;

c) is laid off for two (2) consecutive years;

d) is absent without report for three (3) work days unless the employee can substantiate that there were extenuating circumstances beyond his control.

ARTICLE 13
HOURS OF WORK

Section 13.1 The normal work week for regular full-time employees shall be forty (40) hours of work during a seven (7) day period starting at approximately 12:00 AM Saturday to approximately midnight Friday, exclusive of time allotted for meals and reasonable work breaks except where different hours are necessary to meet operational needs. This shall not be construed as a guarantee of hours of work per day or per week, and the City reserves the right, as operational needs and conditions require, to establish and change hours of work and/or schedules of hours.

Section 13.2 Employees required to work four (4) or more hours of overtime beyond their regularly scheduled hours of work shall be entitled to a meal allowance not to exceed twelve dollars ($12) and a meal break within the first two (2) hours barring operational emergency.

Section 13.3 The Employer will post departmental work schedules (i.e. weekly, monthly, etc.) not later than the last day of the work period for the following work period(s). Dependent on operational requirements posted work schedules may be changed at any time at management's discretion.

Section 13.4 Employees shall be entitled to a fifteen (15) minute break during the first half of the work day and a second fifteen (15) minute break the second half of the work day. Breaks shall be scheduled by management and may be rescheduled by management when necessary to meet operational requirements.

ARTICLE 14
OVERTIME

Section 14.1 Employees will be paid time and one-half (1-1/2) their straight-time rate of pay for hours worked in excess of forty (40) in any one (1) work week provided, however, there shall be no pyramiding of overtime or other premium pay. For purposes of this Section, hours paid for vacation, personal time, jury time, holidays, and sick leave hours paid for funeral leave shall be considered as time actually worked. All other hours paid but not worked shall be excluded from the computation of overtime.

Section 14.2 Overtime opportunities shall be offered fairly to employees within the division who are qualified to perform the work.

ARTICLE 15
PROMOTIONS - JOB BIDDING

Section 15.1 When a vacancy, opening, or new job occurs as determined solely by the City, in the classifications covered by this Agreement, the City shall post a notice in the departments affected by this Agreement of the vacancy or opening for seven (7) work days. During the seven (7) work days, employees may bid for the posted job. The job shall be awarded within fifteen (15) work days of the expiration of the job posting notice. The City reserves the right to pull the bid opening and not fill the position anytime within the 15 work day posting time period. Job bid awards(s) shall be based on the following: 1)

Qualifications; 2) Ability to perform the work involved as determined by management; 3) Such award(s) does not adversely affect other operational needs; and 4) Seniority. The employee chosen, in the sole judgment of the City, must be able to perform the job on a forthwith basis or possess the requisite skills and aptitudes to do so. Job bidding shall be limited to only higher rated job classifications. However, one time during the term of the agreement, an employee may bid to a lower rated classification, provided, in management's sole judgment, such down-bid is consistent with operating requirements.

Section 15.2 Successful bidders to higher rates classification in classifications within a Division shall be paid in accordance with Article 31 (Compensation, Section 30.2. Initially, employees shall be placed in the progression step that provides a minimum 15% increase above the employee's current hourly rate, or maximum hourly rate, whichever is applicable. Upon successful completion of the probationary period as defined in Article 11 (Probationary Periods) Section 11.2 the employee shall receive the top rate of the classification.

For purposes of progression for successful bidders from outside of the Division, the annual steps shall be 85%, 90% and 100%. The employee shall receive the new rate from the 1st day of promotion.

The City, at its discretion may start successful bidders from outside the Division at any of the aforementioned steps dependent on qualifications and/or experience.

ARTICLE 16
CONFORMITY TO LAW

Section 16.1 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 16.2 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.

Section 16.3 The parties agree that should any provision of this Agreement be found to be invalid, upon written request by either party, they will schedule a meeting within thirty (30) days at a mutually agreeable place and time to negotiate alternative language on the same subject matter.

ARTICLE 17
OBLIGATION TO NEGOTIATE

Section 17.1 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 agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 17.2 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, 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.

Section 17.3 This Agreement may only be amended or modified during the life of the Agreement by the express, mutual, written consent of both parties.

ARTICLE 18
TOTAL AGREEMENT

Section 18.1 This Agreement represents the entire agreement between the City and The Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the City.

ARTICLE 19
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 or Fire Chief, City Manager 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 the Union submissions for grievances.

(2) Agreements relating to the assignment of all employees.

(3) The privilege of leaving work to perform Union 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 20
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 one (1) hour prior to the start of his work shift. An employee is required to call in on each day off, or notify the City of the duration of his absence.

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

Section 20.5 After five (5) consecutive days of absence, before an absence may be charged against accumulated sick leave, the Department Head 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 City and paid by the City. If the City determines that an abuse exists, then proof of absence can be requested at any time.

Section 20.6 If the employee fails to submit adequate proof of illness, injury or death upon request of the Department Head or his designee, or in the event that such proof is submitted or upon the report of medical examination, the Department Head 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 City.

Section 20.8 The Department Head or his designee may require an employee who has been absent for five (5) work days or more 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 or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children or parents residing with the employee or residing within a seventy-five (75) mile radius of the Oberlin City limits. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to include only the employee's mother, father, spouse, child, brother, sister, father-in-law, mother-in-law, and grandparents or person who acts in loco parentis.

Section 20.10 An employee will be granted funeral leave, to be charged against his or her accumulated sick leave with pay, to attend the funeral or memorial service of a member of his immediate family, as defined as: employee's spouse, parent(s), step-parent(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.

A. Three (3) working days, if the funeral is within the state of Ohio;

B. Five (5) working days if the funeral is outside the state of Ohio.

If the employee needs additional time, it will not be unreasonably denied by the respective department head.

Proof of death and/or attendance at the funeral or memorial service may be required. Any misrepresentation of facts related to funeral leave shall be proper cause for disciplinary action, inclusive of forfeiture of pay for the leave.

Section 20.11 For the purposes of assessing usage of sick leave in regard to absence abuse, funeral leave shall not be a factor.

Section 20.12 An employee who transfers from department(s) covered by this Agreement to another department of the City shall be allowed to transfer his accumulated sick leave to the new department.

Section 20.13 Employees shall not be permitted to retain and transfer accumulated sick leave from any public service employment outside the City of Oberlin. However, the City may at its sole discretion grant

such transfer of accumulated sick leave if it is deemed necessary by the City in the recruitment and hiring of certain skilled and/or licensed personnel.

Section 20.14 Upon retirement, death, or separation of employment with at least ten (10) years seniority with the City (except in the case of termination for just and sufficient cause), an employee (or his or her estate) shall be entitled to receive a cash payment equal to his daily rate of pay at that time, multiplied by the total number of accumulated but unused sick days earned by the employee and certified by the Finance Director, provided that such resulting 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%).

ARTICLE 21
PERSONAL LEAVE / HOLIDAYS

Section 21.1 Employees covered by this Agreement who have completed their probationary period for newly hired employees shall be entitled to the following paid holidays as set forth below:

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

Should the federal government establish another national holiday, the parties agree that they shall meet within thirty (30) days to bargain over adding that holiday to Section 21.1

Section 21.2 Holiday pay shall be paid at eight (8) hours of an employee's straight time hourly rate. If an employee works the holiday or any portion of the holiday, in addition to the holiday pay, the employee shall be paid one-and-one-half (1-1/2) times his/her straight time hourly rate for hours worked on the holiday. To be eligible for holiday pay, an employee must work the scheduled day before and the scheduled day after the holiday and the holiday itself, if required to do so.

Employees scheduled ten (10) hour shifts during a week in which a holiday occurs will be compensated ten (10) hours for that holiday or in the alternative, management at its sole discretion may adjust the employee's work schedule to ensure that the employee's compensation is comparable to an eight (8) hour per day weekly work schedule.

Section 21.3 Holidays as set forth in Section 21.1 above shall be recognized on the date on which the holiday actually falls unless holiday(s) fall on a Saturday or Sunday in which case the holiday shall be celebrated on the preceding Friday or following Monday as determined by the City. However, holidays for employees who work other than a Monday through Friday schedule shall be recognized on the actual holiday.

Section 21.4 All employees upon completion of one (1) calendar year of service shall, in addition to all other leave benefits, be granted four (4) personal leave days each calendar year which are to be taken within the year earned or be forfeited. Employees who have worked less than a calendar year shall receive personal leave time on a pro-rated basis at the end of the year based on the number of weeks worked rounded up to the next whole hour.

Section 21.5 Personal time shall be permitted in not less than one (1) hour segments and shall only be taken with the approval of the respective Department Head or his designee.

Section 21.6 The City at its sole discretion may exempt newly hired employees from section 21.1 and 21.4 above if it is deemed necessary by the City in the recruitment and hiring of certain skilled and/or licensed personnel.

ARTICLE 22
CALL-IN PAY

Section 22.1 Whenever an employee is called into work by the City, 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 Police dispatcher on duty. The City 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.

ARTICLE 23
STANDBY PAY

Section 23.1 Employees designated and assigned by the City during non-scheduled hours of work to be available for immediate response for the duration of one (1) week periods (seven (7) consecutive days), shall be entitled to an additional fourteen (14) hours pay per week at their regular straight time hourly rate when so assigned. These sums shall be considered add-ons and shall be excluded from any and all economic calculations based on wages.

Section 23.2 All employees so assigned under Section 23.1 must notify the City immediately and must report to work within forty-five (45) minutes of the notification by the City.

Section 23.3 Employees so assigned under Section 23.1 who are not available to report, do not report when so notified or fail to report within the time set forth in Section 23.2 above, shall forfeit three (3) hours of pay at their regular hourly rate for each instance and be subject to disciplinary action.

Section 23.4 Employees so assigned under Section 23.1 and respond as required are not eligible for and shall not receive any call-in pay as described and contained in Article 22 (Call-In Pay). If an employee reports as described in Section 23.2 above and performs no work and returns home, he shall receive one (1) hour pay at his straight time hourly rate. If an employee reports as described in Section 23.2 above and performs work for less than one (1) hour shall receive one (1) hour pay at his straight time hourly rate.

ARTICLE 24
INJURY LEAVE

Section 24.1 An employee who is disabled as a result of the performance of duties within the scope of his employment as a full-time employee of the City, if such disability prevents him from performing his duties, shall be paid his regular compensation during the continuance of such service related disability, but for a period not to exceed a cumulative total of sixty (60) calendar days from the date that such service related disability was incurred. During such disability leave, compensation shall be paid in accordance with this section whether or not the employee has accumulated sick leave. In the event accumulated sick leave is available, however, and a service related disability within the meaning of this section is incurred, the first ten (10) days of said service related disability shall be charged to said employee's accumulated sick leave credit, or if less than ten (10) days accumulated sick leave credit is available, the existing sick leave credit

then available shall be charged, and any remaining service related disability leave shall be charged to Injury Leave. In no event will an employee receive more than his regular compensation while on Injury Leave.

Section 24.2 The City shall have the right to require an employee to have a physical exam by a physician appointed and paid by the City, 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.

ARTICLE 25
VACATIONS

Section 25.1 All full-time employees of the bargaining unit shall be entitled on their anniversary date of employment 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 6 months	5 days
After 12 months	5 days
After 2 years	10 days
After 5 years	15 days
After 10 years	18 days
After 15 years	20 days
After 20 years	23 days
After 25 years	25 days

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

Section 25.2 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. Thereafter any vacation time accrued can be used as it is accrued. There shall be no proration of vacation time. Up to two (2) years of accrued but unused vacation time can be carried over from year to year. When an employee's vacation balance reaches an accrual equal to twice his or her annual accrual, additional accruals shall cease and the employee must use any excess time in that year. The responsible Appointing Authority may override this limitation under exceptional circumstances.

Section 25.3 Vacation time may be scheduled throughout the year and requests for the use of vacation time must receive the advance approval of the Department Head or his designee. There is no requirement that vacation time be taken all at one time or that it be split up. Vacation time, if approved, may be taken in conjunction with Holidays. The minimum vacation time shall be not less than one (1) hour.

Section 25.4 Unless waived by the Department Head or his designee, requests for vacation time shall be submitted by employees to the Department Head or his designee, not later than seven (7) work days prior to the first day of the requested vacation time and the Department Head or his designee must approve or deny such vacation requests within three (3) work days of its receipt. Requests for vacation time of eight (8) hours or less may be granted by the Department Head or his designee without the advance seven (7) work days' notification requirement.

Section 25.5 If more than one (1) employee requests vacation time for the same time off and not all such requests can be approved, those approvals that can be made will be done so on a "first submitted" basis.

ARTICLE 26
MEDICAL / HOSPITALIZATION INSURANCE

Section 26.1 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" (See Appendices I, II, and III).

Section 26.2 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/month	$204.00/month
Plan "B"	$248.00/month	$187.00/month
Plan "C"	$225.00/month	$167.00/month

Section 26.3 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 Administrator and/or outside professional insurance personnel with experience is 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 26.4 The specific insurance plans referenced in Section 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 1 and/or 2 above shall be made and also incorporated by reference.

Section 26.5 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%).

ARTICLE 27
LIFE INSURANCE

Section 27.1 The City shall provide all employees with a life insurance policy with a face value of fifty thousand dollars ($50,000). Payment of any benefit from that policy shall be subject to the terms and conditions set forth in the policy.

ARTICLE 28
ATTENDANCE AT ASSIGNED TRAINING SCHOOLS, SESSIONS, OR SEMINARS

Section 28.1 Employees requesting permission to attend any school, training session or seminar shall submit a written request to the Department Head stating the objective, the probable benefit to the department and the expected expense. Such request shall be evaluated by the Department Head and he shall make the final determination and communicate it to the employee.

Section 28.2 If a Department Head deems it necessary, he may send a member to any school, training session or seminar reasonably related to his employment. Management will make every effort to notify the employee in advance of such requirement. Such attendance shall be deemed a requirement for their continued employment.

Section 28.3 Required attendance at any school, training session or seminar shall be compensated as hours worked for travel time and attendance. Payment for travel time and attendance shall not exceed eight (8) hours in any one day designated as a training day unless extenuating circumstances are reviewed with and approved by the City Manager or as required by the FLSA.

Section 28.4 Any employee required by the City to remain overnight to receive training shall receive a per diem allowance for meals of $35.00 (exclusive of alcoholic beverages) when meals are not otherwise provided. In addition, 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 Department Head. Personal vehicle use, when approved by the City, shall be reimbursed at the prevailing IRS allowed mileage rate.

ARTICLE 29
JURY DUTY LEAVE

Section 29.1 Any employee who is called for jury duty, either federal, county or municipal, during regular work hours, shall be paid his or her regular base hourly rate. To receive compensation, the employee must furnish the City with a voucher from the Clerk of Court or other appropriate court official, stating the specific dates and times involved.

ARTICLE 30
COMPENSATION

Section 30.1 Effective January 1, 2024, the following classification hourly wage rates shall be increased by $1.30 (4.25% increase based on the average hourly rate). Effective January 1, 2025, the following classification hourly wage rates shall be increased by $0.98 (3.25% increase based on the average hourly rate). Effective January 1, 2026, the following classification hourly wage rates shall be increased by $1.02 (3.25% increase based on the average hourly rate). The following classification hourly wage rates shall be subject to the provisions contained in Sections 30.2, 30.3, and 30.4.

HOURLY RATE

	1/1/2024 ($1.30)	1/1/2025 ($.98)	1/1/2026 ($1.02)
Public Works WEPF Division			
Lead Operator	$34.88	$35.86	$36.88
Lab Technician	$32.40	$33.38	$34.40
Operator*	$30.20	$31.18	$32.20
Operator B	$22.58	$23.56	$24.58
Acting Lab Technician	$29.85	$30.83	$31.85
Public Works Water Division			
Lead Operator	$34.88	$35.86	$36.88
Lab Technician	$32.40	$33.38	$34.40
Operator\Asst. Lab Technician	$30.83	$31.81	$32.83
Operator**	$30.20	$31.18	$32.20
Operator B	$22.58	$23.56	$24.58
Lead Operator Distribution	$34.88	$35.86	$36.88
Distribution Operator***	$28.14	$29.12	$30.14
Distribution Operator B	$22.58	$23.56	$24.58
Construction Technician	$31.08	$32.06	$33.08
Acting Asst. Lab Technician	$29.85	$30.83	$31.85
Acting Lab Technician	$30.47	$31.45	$32.47
Public Works General Maintenance Division			
Crew Leader (Before January 1, 2018)	$32.92	$33.90	$34.92
Crew Leader (After January 1, 2018)	$28.81	$29.79	$30.81
Collection Operator	$28.14	$29.12	$30.14
Collection Operator B	$24.36	$25.34	$26.36
Service Maintenance Worker	$25.22	$26.20	$27.22
Construction Technician	$31.08	$32.06	$33.08
Lead Vehicle Maintenance Mechanic	$34.06	$35.04	$36.06
Mechanic	$29.43	$30.41	$31.43
Public Works Parks/Cemetery Division			
Crew Leader (Before January 1, 2018)	$32.92	$33.90	$34.92
Crew Leader (After January 1, 2018)	$28.81	$29.79	$30.81
Service Maintenance Worker	$25.22	$26.20	$27.22
Field Maintenance Specialist	$27.04	$28.02	$29.04
Electric Department Generation Division			
Lead Operator/Mechanic****	$34.06	$35.04	$36.06
Operator/Mechanic*****	$29.43	$30.41	$31.43

Electric Department Line Division			
Line Crew Leader	$42.13	$43.11	$44.13
Journeyman Lineman	$38.30	$39.28	$40.30
Lineman "B"	$29.06	$30.04	$31.06
Electric Department Technical Services Division			
Electric Technician I	$32.99	$33.97	$34.99
Electric Technician II	$27.37	$28.35	$29.37
Electric Department Administrative Division			
Inventory Purchasing Specialist	$27.51	$28.49	$29.51

Section 30.2 Employees who are hired on or after January 1, 1994, shall be subject to the following step progression:

Start
80% of classification base hourly rate as specified in Section 30.1 above.

1st Year
85% of classification base hourly rate as specified in Section 30.1 above.

2nd Year
90% of classification base hourly rate as specified in Section 30.1 above.

3rd Year
95% of classification base hourly rate as specified in Section 30.1 above.

4th Year
100% of classification base hourly rate as specified in Section 30.1 above.

The City at its discretion may start new hires at any of the aforementioned five (5) step progressions or may accelerate an employee's step progression as it deems appropriate. The annual step progression shall be based on the initial hire step progression.

Section 30.3 In addition to the applicable base hourly wage rates, employees in the classifications listed below will receive additional hourly compensation as follows:

Plant Operator Water	
Class II Operator License	$0.25 per hour
Class III Operator License	$0.25 per hour
Class III Operator License *	$0.50 per hour
* (Not accumulative from Class II Operator License)	

Plant Operator WEPF

Class II Operator License	$0.25 per hour
Class III Operator License	$0.25 per hour
Class III Operator License *	$0.50 per hour

* (Not accumulative from Class II Operator License)

Lab Technician WEPF
Operator/Assistant Lab Technician Water

Class III Operator License	$0.25 per hour

Distribution Operator

Class II Distribution License	$0.25 per hour
Back Flow Certification	$0.25 per hour

Collection Operator

Class II Collection License	$0.25 per hour

Service Maintenance Worker (GMD)
Service Maintenance Worker (Parks/Cemetery)
Field Maintenance Specialist
Electric Department Employee *(if assigned by management to obtain)*
Commercial Spray Operator License $0.25 per hour

NOTE: Commercial Spray Applicator's license shall be defined as attaining and retaining certification in the following: 1) Core commercial spray applicator certification; and 2) Any two (2) of the following certifications as determined by the City and as defined and contained in the pesticide regulations of the Ohio Department of Agriculture as follows:

3A	General Aquatic Pest Control
3D	Sewer Root Control
4A	Forest Pest Control
5	Industrial Vegetation Control
6A	Ornamental Plant & Shade Tree, General Pest Control
6C	Ornamental Weed Control
8	Turf Pest Control
10D	Mosquito, House Fly & other Vector Control

However, if the employee has the core commercial spray certification and any of the additional certifications listed above as of the date of execution of this agreement, those certifications shall count towards meeting the requirements for the additional compensation listed above.

All positions within Public Works Department
Lead Operator/Mechanic and Operator/Mechanic positions in the Electric Department
(Positions must obtain and maintain the CDL A)

CDL A	$0.50 per hour

Section 30.4 Employees of the Electric Department Line Division who successfully complete a management approved line worker training program shall receive an additional $0.50 per hour.

Employees of the Electric Department Technical Services Division who successfully complete a management approved Sub-Station Electrician training program or a management approved line worker training program shall receive an additional $0.50 per hour (Not cumulative).

Operator/Mechanics of the Electric Department Generation Division and Mechanics of the Public Works General Maintenance Division who successfully complete a management approved Engine Mechanic training program or receive an Associate's Degree in Diesel Technology shall receive an additional $0.50 per hour.

Section 30.5 If Service Maintenance Workers bid to any Operator B classification they will retain their current hourly rate until they meet the progression requirements from Operator B to Operator which takes them to the higher rated classification of Operator.

ARTICLE 31
LONGEVITY

Section 31.1 Effective January 1, 2015, each full-time bargaining unit employee who has completed the required years of service as a full-time employee of the City of Oberlin shall be entitled to a longevity bonus in the following amounts.

Years of Service	Amount of Bonus
5 to 10 years	$500.00
11 to 15 years	$600.00
16 to 20 years	$800.00
21 to 25 years	$900.00
26 or more years	$1,100.00

Section 31.2. The longevity bonus will accrue each year on the anniversary of the employee's date of hire and be paid on June 30 for date of hire between January 1 and June 30, and on December 31 for date of hire between July 1 and December 31.

ARTICLE 32
UNIFORM/WORK-RELATED CLOTHING ALLOWANCE

Section 32.1 Full-time non-probationary employees of the City will be eligible for an annual work-related clothing allowance of $800. This amount shall include the annual purchase of City approved safety shoes. Clothing allowance payments shall be paid to employees as wages on or before November of each year. New employees shall also receive clothing allowance after successful completion of their probationary period.

Section 32.2 The City shall determine on a departmental basis the type(s) of uniforms and/or work related clothing and employees shall be required to conform to the City's determination. If uniforms are provided, employees must wear those uniforms and at all times during working hours be in full uniform.

Section 32.3 During all working hours, employees shall present a neat appearance to the satisfaction of their respective Department Head and/or his designee.

ARTICLE 33
TEMPORARY ASSIGNMENTS

Section 33.1 Employees assigned to perform duties of a higher rated classification in the bargaining unit for periods of four (4) hours or more for four (4) consecutive or fewer than four (4) consecutive days shall be paid $2.00 for such hours worked in addition to their regular rate, or the hourly rate of the higher rated classification, whichever is the lesser.

Section 33.2 Employees assigned to perform duties of a higher rated classification in the bargaining unit for periods of four (4) hours or more for five (5) consecutive or more than five (5) consecutive days shall be paid the hourly rate of the higher rated classification for all such hours worked.

Section 33.3 Employees assigned to perform duties of a lower rated classification in the bargaining unit shall be paid the hourly rate of their current classification.

Section 33.4 Temporary assignments to higher rated classifications in the bargaining unit that are expected to last five consecutive work days or longer shall be offered to employees in the department based on the following:

1) Qualifications;

2) Ability to perform the work involved as determined by management;

3) Such assignment does not adversely affect other operational need; and

4) Seniority.

ARTICLE 34
UNION & EMPLOYEE RIGHTS

Section 34.1 The rights of the Union are specifically listed in this Agreement.

Section 34.2 An employee has the right, upon his\her request, to the presence and advice of a Union representative at all pre-disciplinary hearings or at another interview conducted by management where it is reasonable to believe the employee may be subject to disciplinary action.

Section 34.3 Any citizen complaint(s) which may result in the Disciplinary Hearing of an employee shall be reduced to writing by the City and shall contain the date of receipt of the complaint and the nature of the complaint. The document(s) prepared by the City shall be given to the Business Manager or his designee as soon as practical prior to the pre-disciplinary hearing.

Section 34.4 An employee shall not be required to enter any work location or property involved in a primary labor dispute if such action would jeopardize his\her safety or health and s\he must be able to substantiate that conclusion. However, it shall be the responsibility of the employee to contact the City and notify them of the danger, and to enter the work location or property when safe passage is provided by the City. Failure to comply with any conditions contained in this paragraph will result in disciplinary action including discharge.

Section 34.5 An employee may request the opportunity to review his\her personnel file, in the presence of supervision during non-working hours and may submit memorandum to be included in the file stating his\her position on any job evaluation report. An employee may have a representative of the Union present

during non-working hours when reviewing his\her file, in the presence of a supervisor. A request for a copy of items included in the file shall be honored and there shall be no copy cost up to a maximum of five (5) sheets. If more than five sheets are requested the cost to the employee shall be governed by prevailing City ordinances.

ARTICLE 35
LABOR/MANAGEMENT MEETINGS

Section 35.1 In the interest of sound labor/management relations, unless mutually agreed to otherwise, once every quarter on a mutually agreeable day and time the City Manager and/or his designee shall meet with the Local Union Business Manager or his designee and no more than two (2) local union representatives. The purpose of such meetings shall be to:

1) Notify the Union of changes made by the City which affect bargaining unit members;

2) Disseminate general information of interest to the parties;

3) Discuss ways to increase productivity and improve efficiency;

4) Give the Union Representatives the opportunity to share the views of their members on topics of interest to both parties; and

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

If special Labor\Management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible. Labor\Management meetings are not intended to be negotiation sessions to alter or amend the basic agreement.

ARTICLE 36
BULLETIN BOARD SPACE

Section 36.1 The City agrees to provide bulletin board space for use by the Union.

Section 36.2 All Union notices which appear on the bulletin boards shall be posted and removed by a Union official designated by the Business Manager of the Union and shall be related to items of interest to the members. Union notices related to the following matters may be posted without the necessity of receiving City Manager approval:

(a) Union recreational and social affairs:
(b) Notice of Union meetings and specific Union related matters:
(c) Union appointments:
(d) Notice of Union elections:
(e) Results of Union elections; and
(f) Results of non-political standing committees and independent non-political arms of the Union.

All other notices of any kind not covered in "a" through "f" above must receive prior approval of the City Manager or his\her designated representative. It is also understood that no material may be posted on the Union bulletin boards at any time which may contain the following:

(a) personal attacks upon any other member or any other employee;

(b) scandalous, scurrilous, or derogatory attacks upon the administration or City officials;
(c) attacks on any other employee organization;
(d) attacks on and\or favorable comments regarding a candidate for public or local union office, or for office in another employee organization.

ARTICLE 37
SAFETY

Section 37.1 The City shall continue to provide a safe workplace. Employees have a responsibility to work safely and are strongly encouraged to assist the City in this process by utilizing safeguards and by reporting safety problems to their supervisors as soon as possible. Additionally, the Union will establish a two (2) person Safety Committee in each department who will meet with the respective department heads and/or the City Manager as needed to address safety concerns and help the parties maintain a safe workplace.

ARTICLE 38
DURATION

Section 38.1 This Agreement represents the complete agreement on all such matters subject to bargaining between the City and the Union, and shall become effective upon ratification by the Union membership and approval by the Oberlin City Council, and shall be and remain in full force and effect for the period January 1, 2024 through 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 4117.14 (B) (1) (a).

ARTICLE 39
EXECUTION

Section 39.1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 31st day of January, 2024.

FOR THE UNION:

FOR THE CITY:

Robert Hillard, City Manager

Approved as to legal form:

Jon D. Clark, City Law Director

01/31/2024
Date

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

LETTER OF UNDERSTANDING

This will confirm our discussions that pay adjustments, if any, for 2024, 2025, and 2026 would apply to payment amounts received by the employees covered by this Labor Agreement in the last pay period of December 2023, December 2024 and December 2025 regardless of the date(s) such payment amounts were earned, provided such payments were contractually proper.

For the Union:

For the City:

Rosalind Watson, HRA

Appendix V

LETTER OF UNDERSTANDING

RE: Earned Rest Provision

During the 2008 negotiations, the parties discussed and agreed that the intent of this earned rest provision is to provide a safe work environment by assuring that employees called upon to work excessive hours due to unforeseen circumstances shall have sufficient time to recuperate prior to returning to work.

In consideration of this fact, the following shall apply:

1. When an employee works sixteen (16) hours or more within a twenty-four (24) hour period, the employee shall be entitled to take eight (8) hours of earned rest before returning to work. If any of the eight (8) hours of earned rest coincides with the employee's next regularly scheduled shift, the employee shall be compensated for those hours and/or fraction of hours up to a maximum of eight (8) hours at the employee's base hourly rate.

2. Employees who work more than eight (8) hours but less than sixteen (16) hours during a 24-hour period, depending on when those hours are worked during this 24-hour period, may also require time to recuperate before returning to their regular schedule. Under these circumstances employees may request consideration for such rest time as sick leave, personal leave or vacation time as may be agreed by the employee and management. Such request will not be unreasonably denied. If sick leave is used, those hours shall be counted as hours worked toward overtime computation.

For the Union:

For the City:

Appendix VI

LETTER OF UNDERSTANDING

RE: PRESCRIPTION SAFETY GLASSES

During the 2015 negotiations, the parties discussed and agreed that the following terms and conditions would apply to employees who choose to purchase prescription safety glasses outside the normal Vision Plan provided by the City:

- Effective April 1, 2015 the City will reimburse employees up to a maximum of $50 for safety lenses and a maximum of $50 for safety frames with mandatory side shields;
- To receive reimbursement, employees shall submit a medical prescription document from a registered ophthalmologist/optometrist and a proof of purchase receipt to his/her Department Head for approval:
- The Department Head shall then submit a "request for employee reimbursement" to the Human Resources Department for submittal to the Finance Department;
- Employees shall be eligible for prescription safety glasses reimbursement once every two (2) years commencing from the last date of proof of purchase.

For the Union:

For the City:

Appendix VII

MEMORANDUM OF UNDERSTANDING

The City of Oberlin (hereinafter referred to as the "City") and the International Brotherhood of Electrical Workers, Local #39 (hereinafter referred to as the "Union") agree that employees covered under the terms of the CBA between the City and the Union 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:

For the City:

City Manager

Appendix VIII

LETTER OF UNDERSTANDING

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.

For the Union:	For the City:
Bill Kriaris	*Joseph F. Lencewicz*
(via electronic signature)	*(via electronic signature)*

Appendix IX

LETTER OF UNDERSTANDING

The following is an agreement reached by the parties at their negotiations for the contract beginning January 1, 2024 with respect to training programs. The parties agree that they will discuss an arrangement by which Employees assigned by management to perform approved CDL training duties will receive an additional amount per hour for all hours while performing those training duties.

IT IS SO AGREED.

Union:	City:
International Brotherhood of Electrical Workers Local 39	City of Oberlin
By:	By:
Title:	Title:
Date: 12-14-23	Date: 12-14-23