CITY OF OBERLIN, OHIO

ORDINANCE No. 18-62 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 FULL-TIME DISPATCHERS AND DECLARING AN EMERGENCY

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

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

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council 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 preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio or to provide for the usual daily operations 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 shall take effect immediately upon passage.

PASSED: 1st Reading: September 17, 2018 (E)

2nd Reading: _____

3rd Reading: _____

ATTEST:

Belinda B. Anderson

BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL

Bryan Burgess

BRYAN BURGESS
PRESIDENT OF COUNCIL

POSTED: 09/18/2018

EFFECTIVE DATE: 09/17/2018

COLLECTIVE BARGAINING AGREEMENT

between the

CITY OF OBERLIN

and the

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
(Full-Time Dispatchers)

EFFECTIVE: August 1, 2018
EXPIRES: July 31, 2021

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PREAMBLE

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," 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 full-time, non-supervisory dispatchers 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 1 - RECOGNITION

Section 1.1 The Employer recognizes 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:

Dispatcher

Section 1.2 Notwithstanding the provisions of this Article, management, confidential, professional, supervisory, part-time, temporary, seasonal, reserve, employees in the unclassified service and all other employees 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 2 - DUES DEDUCTION

Section 2.1 The Employer agrees to deduct OPBA membership dues in accordance with this Article for all employees eligible for membership in the bargaining unit upon the successful completion of their individual probationary periods, or 60 days from their date of employment, whichever is less.

Section 2.2 The Employer agrees to deduct regular OPBA 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 Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct OPBA 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 Employer.

Section 2.3 The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of the Article regarding the deduction of membership dues, fees or assessments. The OPBA hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the OPBA, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the OPBA.

Section 2.4 The Employer 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 Employer in writing.

Section 2.5 The Employer 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 all legally required deductions in addition to the deduction of OPBA dues.

Section 2.6 The parties agree that neither the employees nor the OPBA shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer 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 OPBA 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 OPBA member during any particular month, the Employer, 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 Employer will not deduct more than two (2) months regular dues from the pay of any OPBA 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 OPBA during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

Section 2.9 The Employer agrees to remit a warrant in the aggregate amount of the deductions to the Ohio Patrolmen's Benevolent Association.

ARTICLE 3 - 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 4 - 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 Records of written reprimands and/or verbal reprimands documented in

writing that are more than three (3) calendar years old shall not be used against an employee for purposes of progressive discipline. Calendar year begins with the date of infraction.

Section 4.7 During the course of an internal investigation, the Employer may administer a polygraph examination to an employee only where reasonable cause exists, and such exam shall focus only on the misconduct alleged against the employee taking the exam. The exam shall be administered by a neutral person/party. The results of such exam shall not be the basis for discipline of an employee, but rather shall be used only as an investigative tool.

ARTICLE 5 - 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 I of the Article are subject to discipline or discharge by the Employer.

Section 5.3 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 6 - 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.

ARTICLE 7 - 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 8 - 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 effect 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 Workers' 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 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 an OPBA Representative. 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 I answer, present such grievance to the Chief. The Chief shall meet with the grievant representative of the OPBA within ten (10) calendar days after the written grievance has been filed with the Chief, and a written answer shall be given within ten (10) calendar days after the Step 2 meeting. The 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 OPBA will promptly request the Federal Mediation and Conciliation Service to submit a panel of arbitrators and the parties 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 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 limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the City and the OPBA, be binding, and any grievances not timely presented, or timely processed thereafter, shall not be considered a grievance under this

Agreement. Any grievance not timely processed by the Employer at any of the preceding steps may be immediately referred to the next level by the OPBA.

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

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 this Agreement.

Section 8.6 The bargaining unit may present a grievance as a Class. The grievance shall include the classification of the bargaining unit. Otherwise, the form of the grievance shall follow the requirements outlined in Step 1 of the Grievance Procedure.

ARTICLE 9 - NON-DISCRIMINATION

Section 9.1 Neither the Employer nor the OPBA shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, national origin, or handicap, as defined in Title VII of the Civil Rights Act of 1964, as amended, or Chapter 4112 ORC. The OPBA shall share equally with the Employer the responsibility for applying this provision of the Agreement.

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 in 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 10 - 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 11 - 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 12 - 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) occurred, 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 on active pay status for the full work period or work schedule.

ARTICLE 13 - OVERTIME PAY

Section 13.1 All employees for work performed in excess of forty (40) hours in a one (1) week period, 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 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. There shall be no pyramiding of overtime except that double-back hours worked and paid at the overtime rate and holiday hours worked and paid at the rate of one and one-half times an employee's regular hourly rate of pay shall be included in determining whether an employee has worked in excess of forty (40) hours in a one (1) week period. However, time worked in excess of forty (40) hours per pay period as a result of shift change or shift rotation shall not result in overtime, and shall instead be credited toward the averaged forty (40) hours per week in accordance with Article XIV herein.

ARTICLE 14 - DOUBLE BACK / CALL-IN/REPORT PAY / COURT TIME / STAND-BY / COMP-TIME

Section 14.1 If an employee is scheduled to work in excess of eight (8) hours within a twenty-four (24) hour period of the beginning of the previously worked shift, then the result shall incur overtime for that employee, i.e. double-backs. However, if an employee requests to work in excess of eight (8) hours in a twenty-four (24) hour period, then the employee shall NOT receive overtime for those hours worked. This does not preclude an employee from signing up for overtime which would result in working in excess of eight (8) hours within a twenty-four (24) hour period.

(A) A double-back occurs when an employee leaves work and then comes back to work an entire additional shift within twenty-four hours of the start of the previously worked shift. This includes instances when the employee leaves work and is immediately called back to work the entire next shift. When the employee returns to work the rest of the entire shift, the employee will be paid at the double-back rate for all hours worked during the shift for which the employee double-backed. A double-back does not occur when an employee returns to work for an entire shift after working a double-back.

(B) Employees are not eligible for double-back compensation when a shift change occurs. A shift change occurs when an employee is regularly scheduled to work a given shift in one scheduling period, but then in the next period is regularly scheduled to work a different shift.

Section 14.2 No employee shall be compensated for time fifteen (15) minutes prior to or after their regular shift without the specific prior approval of the Chief of Police or his designee. Any time worked past fifteen (15) minutes shall be compensated at the applicable rate of pay from the end of their regular shift 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 consistent

with the Fair Labor Standards Act. 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 a 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 OIC 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 dispatcher to fill a vacancy on a 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 dispatchers in the bargaining unit are called to fill a vacancy and none of them agrees to work, the dispatcher at the bottom of the roster shall be required to report for duty to fill the vacancy.

Section 14.7 With the prior approval of the Chief of Police or his designee, employees may be allowed to exchange shifts or half of a shift. 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 be paid in accordance with the Fair Labor Standards Act.

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.

ARTICLE 15 - 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
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 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 bargaining unit and approved by the Employer. This list shall be submitted on or before January of each year.

ARTICLE 16 - VACATIONS

Section 16.1 All full-time employees of the bargaining unit shall be entitled on their anniversary date of full-time 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 as a full-time employee and have accrued the required years of full-time service as follows:

Length of Service	Vacation
After one (1) year	10 days
After five (5) years	15 days
After fifteen (15) years	20 days
After twenty-five (25) years	25 days

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

Section 16.2 Earned vacation shall be awarded on the employee's full-time anniversary date 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 17 - 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 maybe 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 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. 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 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 employee, 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 Upon retirement, an employee shall be entitled to receive a cash payment equal to his/her 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 Finance Director, provided 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%). For purposes of this Section 17.12, a "day" shall be defined as eight (8) hours.

Section 17.13 An employee eligible for cash payment pursuant to Section 18.12 above may, at his option, elect to take an early retirement with the monetary value of such cash payment being applied towards said early retirement.

ARTICLE 18 - PERSONAL LEAVE

Section 18.1 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.

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

ARTICLE 19 - JURY DUTY LEAVE

Section 19.1 Any employee who is called for jury duty, either federal, county or municipal, shall be paid all hours served up to a maximum of eight (8) hours or ten (10) hours per day, depending on the employee's shift assignment, at the employee's regular hourly rate. Proof of hours served must be provided to the City's Finance Department to receive payment.

ARTICLE 20 - COMPENSATION

Section 20.1 Full-time employees covered by this Agreement shall be compensated consistent with the following pay schedule on the employee anniversary dates where applicable, the rates of pay for all bargaining unit employees shall be established as follows:

	Effective 08/01/18 (2.5%)	**Effective 08/01/19 (2.5%)**	**Effective 08/01/20 (2.5%)**
	Hourly Rate	**Hourly Rate**	**Hourly Rate**
Start	$21.44	$21.98	$22.53
After one (1) year	$22.73	$23.30	$23.88
After two (2) years	$23.94	$24.54	$25.15
After three (3) years	$25.16	$25.79	$26.43

NOTE 1: The City may hire and /or accelerate the above step progressions at its sole discretion.

Section 20.2 The employee assigned to perform TAC Officer duties shall receive a yearly lump sum of Three-Thousand Dollars ($3,000) for each year of the contract, provided that the employee performs such duties for the entire year, August 1st through July 31st. The employee assigned to perform Assistant TAC Officer duties shall receive a yearly sum of One-Thousand Dollars ($1000) for each year of the contract, provided that the employee performs such duties for the entire year, August 1st through July 31st. In the event an employee performs such duties for only part of a year in either the TAC Officer or the Assistant TAC Officer assignment, the amount shall be pro-rated based on the number of weeks worked.

Section 20.3 Any employee assigned to train another employee shall receive an additional One Dollar and Seventy-Five Cents ($1.75) per hour for each hour of training.

ARTICLE 21 - LONGEVITY

Section 21.1 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	**Longevity Benefit**
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	$1100.00

Section 21.2 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 22 - EDUCATION AND TRAINING

Section 22.1 In April of each year, an employee with an Associate's Degree shall receive Four-Hundred Dollars ($400), or in the alternative a Bachelor's Degree, Seven-Hundred Dollars ($700).

Section 22.2 When attendance at a school or training session is required by the Employer, the employee shall be compensated at the appropriate hourly rate for such training hours consistent with the Fair Labor Standards Act. Reasonable expenses related to such training as described herein (i.e. meals, lodging and mileage) shall be paid by the City provided the employee submits receipts for such expenses and said receipts are approved by the Chief or his designee.

Section 22.3 When attendance at a school or training is not required but is approved by the Chief or his designee, the Employer shall pay for tuition and textbooks upon successful completion (B or better).

Section 22.4 If any employee ceases employment within four (4) years of receiving payment as described in Section 23.3 above, he/she shall repay the Employer's cost for the tuition and textbooks.

ARTICLE 23 – INSURANCE

Section 23.1 The Employer will provide on behalf of each full-time employee, his legal spouse and dependents, if any, the medical, the drug, dental, vision and life insurance coverage in effect as of July 31, 2018 or comparable coverage during the term of this Agreement.

Section 23.2 Employees shall contribute towards the insurance costs in an amount equal to that which is paid by other Police Department Bargaining Units.

Section 23.3 The employees covered by this Agreement shall be subject to the same terms and conditions of health insurance coverage, deductibles, co-pays, etc. as all other full-time police department bargaining unit employees.

Section 23.4 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 of practical, during each of the preceding years of 2018 and 2019.

*(*OPBA and City of Oberlin acknowledge that the original intent of this Section was that OPBA representation on the committee would be one (1) person selected from the combined Patrol/Sergeants Units and one (1) person from the Full-time Dispatcher Unit. OPBA and the City of Oberlin will honor that original intent when the committee is formed.)*

ARTICLE 24 - SENIORITY AND LAYOFFS

Section 24.1 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 with the earlier time stamped City employment application.

Section 24.2 The probationary status of newly-hired Dispatchers shall be for a period of one (1) year from date of hire.

Section 24.3 Employees in the bargaining unit may be laid off only for lack of work or lack of funds.

Section 24.4 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 tenure time with the Employer.

Section 24.5 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 24.6 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. Employees thus notified of recall shall have three (3) working days to report for duty, beyond such time the next eligible laid off employee will be contacted to fill such vacancy.

ARTICLE 25 - WAIVER IN CASE OF EMERGENCY

Section 25.1 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 25.2 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 26 – LABOR / MANAGEMENT MEETINGS

Section 26.1 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 designee shall meet with not more than one (1) representative of the OPBA to discuss those matters addressed in Section 27.2 herein. Additional representatives may attend by mutual agreement of the parties.

Section 26.2 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 name of the OPBA representative 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 both parties; and

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

Section 26.3 If special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 26.4 Labor/management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

ARTICLE 27 - DRUG TESTING

Section 27.1 The Employer may implement a random drug testing program or may require individual employees to be tested for drug and/or substance abuse. Such testing shall be at the sole discretion of the Employer, with all testing costs paid by the Employer. Employees required to be tested on off-duty time shall be compensated for such time.

Section 27.2 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 28 - BULLETIN BOARDS

Section 28.1 The Employer agrees to provide space on bulletin boards in agreed upon areas for use by the bargaining unit. However, the Employer shall not be obligated to purchase bulletin boards for the OPBA's use.

Section 28.2 All OPBA notices which appear on the bulletin boards shall be signed, posted and removed by the OPBA representative during non-work time. OPBA notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

A. OPBA recreational and social affairs;

B. Notice of OPBA meetings;

C. OPBA appointments;

D. Notice of OPBA elections;

E. Results of OPBA elections;

F. Reports of non-political standing committees and independent non-political 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:

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

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

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

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

Section 28.3 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 28.4 Violation of any provisions of this Article shall subject the OPBA to revocation of bulletin board posting privileges by the Employer.

ARTICLE 29 - UNIFORMS

Section 29.1 Full-time employees will be provided five (5) pairs of pants, five (5) short-sleeve shirts, two (2) long-sleeve shirts, one (1) belt, one (1) sweater, one (1) department polo and an annual shoe allowance of One-Hundred Sixty-Five Dollars ($165) by the City.

Section 29.2 Employees must wear uniforms at all times during working hours unless exceptions are made by management.

Section 29.3 During all working hours, employees shall present a neat appearance to the satisfaction of departmental management.

Section 29.4 Full-time employees shall have a right to have input into the style and color of uniforms selected by the Employer. The final decision on selections is retained by the Employer.

ARTICLE 30 - BEREAVEMENT LEAVE

Section 30.1 If a death occurs among a member of the full-time employees immediate family (spouse, son, daughter, mother, father, sister, brother, grandparents or person who acts in loco parentis), such employee shall be granted, upon request, up to three (3) days bereavement leave, without loss of pay, benefits, days off, holidays, vacation time or loss of sick leave.

Additional leave may be granted at the discretion of the Chief of Police, with such leave being chargeable to sick leave in accordance with the provisions of that Article.

ARTICLE 31 - PHYSICAL FITNESS INCENTIVE PROGRAM

Section 31.1 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 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 31.2 In order to qualify for the physical fitness incentive, participants must take part in all five (5) events. The participant **must** complete the 1 ½ mile walk/run.

Section 31.3 Employee 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. Employee shall receive Two Hundred Fifty Dollars ($250.00) if he/she scores an average of three (3) or above for all events combined.

Section 31.4 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 him/herself to the floor until his/her chest touches the fist of the partner, and then pushes to the up position.
   - The participant must keep his/her back straight at all times.
   - The participant continues push ups for one minute.
   - The participant may rest in the up position.
   - Female participants will do the same exercise except that they will have 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 degree 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 test administrator will mark, in inches, how far the participant was able to stretch forward.

Section 31.5 Physical fitness exam scoring criteria:

1 ½ mile run – men

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	11:15-11:45	11:16-12:15	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

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

Score	20-29	30-39	40-49	50+
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

Score	20-29	30-39	40-49	50+
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

Score	20-29	30-39	40-49	50+
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

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

Maximum bench press – men

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

Maximum bench press – women

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

Sit and reach – men and women

Score	#of inches
5 points	19 inches
4 points	17 inches
3 points	15 inches
2 points	13 inches
1 point	12 inches

ARTICLE 32 - DURATION OF AGREEMENT

Section 32.1 This agreement represents the complete agreement on all such matters subject to bargaining between the Employer and the OPBA, and except as otherwise noted herein, shall be effective August 1, 2018 and shall remain in full force and effect until July 31, 2021. If either party desires to terminate, modify or amend this Agreement for a period subsequent to July 31, 2021, 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.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 24th day of September, 2018.

FOR THE CITY OF OBERLIN, OHIO

FOR THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

Approved as to Form:

Jon D. Clark, Law Director
City of Oberlin

LETTER OF UNDERSTANDING

Re: Ohio Patrolmen's Benevolent Association (Full-Time Dispatchers) and City of Oberlin

Retroactive Pay Adjustments

2018, 2019, and 2020 pay adjustments apply to payment amounts received by Full-Time Dispatchers in August of 2018, 2019, and 2020 regardless of the date(s) such payment amounts were earned, provided such payments were contractually proper.

Signed:

George Gerken, Esq. *(via electronic signature)*
George Gerken
Attorney for the Ohio Patrolmen's
Benevolent Association

Joseph F. Lencewicz
Labor Relations Representative
City of Oberlin

MEMORANDUM OF UNDERSTANDING

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

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

For the Union:

Kevin Powers

For the City:

City Manager