

# CITY OF OBERLIN, OHIO

## ORDINANCE No. 20-57 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 39 TO ESTABLISH A TEMPORARY EMERGENCY STANDBY PAY ARTICLE AS AN EMERGENCY MEASURE

WHEREAS, the Oberlin City Council recognizes a need to minimize city employee and public exposure to the COVID-19 virus in the provision of necessary city services and to continue to provide economic support for city employees; and

WHEREAS, the International Brotherhood of Electrical Workers, Local 39 and the City of Oberlin desire to enter into a Memorandum of Agreement to amend the collective bargaining agreement to re-establish a temporary Emergency Standby Pay Article.

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

SECTION 1. That the proposed Memorandum of Agreement between the International Brotherhood of Electrical Workers, Local 39 and the City of Oberlin amend the collective bargaining agreement to re-establish a temporary Emergency Standby Pay Article as is set forth attached hereto as **Exhibit A** and incorporated herein by reference, is hereby approved, and the City Manager is hereby authorized and directed 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 and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

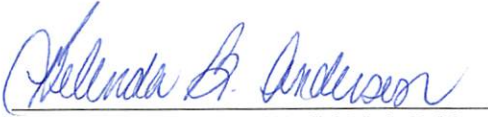
SECTION 3. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio or to provide for the usual daily operation of a municipal department, to wit: *“to provide for the safety of city employees and members of the public in the delivery of essential city services”* and provided that it is elevated to emergency status by the affirmative vote of at least five members of Council and receives the affirmative vote of at least five members of Council upon final passage, it shall go into full force and effect from and immediately after its passage; otherwise, it shall take effect at the earliest date allowed by law.

PASSED: 1<sup>st</sup> Reading: November 23, 2020

2<sup>nd</sup> Reading: \_\_\_\_\_

3<sup>rd</sup> Reading: \_\_\_\_\_

ATTEST:



BELINDA B. ANDERSON, MMC  
CLERK OF COUNCIL

POSTED: 11/24/2020



LINDA SLOCUM  
PRESIDENT OF COUNCIL

EFFECTIVE DATE: 11/23/2020

Due to the national, state and local emergency conditions associated with the coronavirus pandemic, the City and the Union recognize the need to minimize employee and public exposure to the virus, maintain necessary services and continue to provide economic support for employees. To that end, 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 to amend the current Collective Bargaining Agreement (hereinafter referred to as the "Agreement") to establish the following "temporary" Emergency Standby Pay Article.

ARTICLE 24 (A)

EMERGENCY STANDBY PAY

Section 24 (A).1 Employees assigned to "stay-at-home" for durations of one (1) week periods, seven (7) consecutive days shall be available for immediate response and shall be paid forty (40) hours per week at their straight time hourly rate when so assigned. Except for overtime pay computation purposes, these paid hours shall be considered hours of work.

Section 24 (A).2 Employees assigned under Section 24 (A).1 above shall provide contact information to the City, must respond to the City immediately upon contact and must report to work within forty-five (45) minutes of the contact.

Section 24 (A).3 Notwithstanding extenuating circumstances acceptable to the City, employees so assigned under Section 24 (A).1 above who are not available to report, do not report when so notified or fail to report within the time set forth in Section 24 (A).2 above, shall forfeit six (6) hours of pay for each instance and be subject to disciplinary action.

Section 24 (A).4 Employees assigned under Section 24 (A).1 above and respond as required are not eligible and shall not receive call-in pay as described and contained in Article 23 (Call-In Pay). If an employee reports for work and is sent home or works for less than one (1) hour he/she shall receive one (1) hour pay at his/her straight time hourly rate. All other hours worked shall be compensated at the employee's straight time hourly rate.

This Agreement is effective November 23, 2020 and shall remain in effect for sixty (60) days. The City and the Union may extend this Agreement for additional thirty (30) day periods upon mutual written consent.

Dated this 19<sup>th</sup> day of November 2020.

For the City:

***Joseph F. Lencewicz***

*(via electronic signature)*

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For the Union:

***Bill Kjaris***

*(via electronic signature)*

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