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COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

CITY OF OBERLIN

and

OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION
(Sergeants)

Term: January 1, 2012 through December 31, 2014

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ARTICLE I - PREAMBLE

Section 1. 1 This Agreement is hereby entered into between the City of Oberlin, hereinafter referred to as the "Employer" and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "OPBA".

ARTICLE II- PURPOSE

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

ARTICLE III - RECOGNITION

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

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

ARTICLE IV - DUES DEDUCTION

Section 4.1 The City agrees to deduct the OPBA membership dues, fees and assessments in accordance with this Article for all employees eligible for membership in the bargaining unit.

Section 4.2 The City 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 individually and voluntarily by the employee. A payroll deduction form signed by the employee must be presented to the City by the employee or the OPBA. Upon receipt of the proper authorization, the City 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 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 OPBA 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 OPBA, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the OPBA.

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 during the first full week in January of any year.

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 all legally required deductions in addition to the deductions of OPBA dues.

Section 4.6 The parties agree that neither the employees nor the OPBA 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 OPBA 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 City Auditor 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 City, upon written verification of the Union, will make the appropriate deductions 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 OPBA 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 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.

ARTICLE V - MAINTENANCE OF MEMBERSHIP

Section 5.1 All employees who, upon ratification of the Agreement, are members of the OPBA as evidenced by signed membership documents submitted to the City, or who thereafter become members of the OPBA, either (1) shall maintain their membership in the OPBA, or (2) shall, if they resign from membership, pay to the OPBA a service fee in an amount equivalent to

the annual dues for membership in the OPBA in accordance with ORC 4117.09.

Section 5.2 In the event that a service fee is to be charged to a member of the bargaining unit, the City shall deduct such fee in the same manner as dues are deducted as specified in Article IV of this Agreement, entitled "Dues Deduction."

ARTICLE VI- MANAGEMENT RIGHTS

Section 6.1 Except as specifically limited herein, the Employer shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain maximum efficiency of operations. Specifically, the Employer's exclusive management rights include, but are not limited to, the sole right to hire, discipline and discharge for just cause, lay off and promote; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue, or enlarge any operation, or division within the police department; to transfer (including the assignment and allocation of work operations-division) within or to other operations-divisions; to determine the work methods and the number and locations of facilities; to determine the manner in which all work is to be performed; to determine the size and duties of the work force, the number of shifts required, and all work schedules; to establish, modify, consolidate, or abolish jobs; and to determine staffing patterns, including, but not limited to assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked; subject only to the restrictions and regulations governing the exercise of the rights as are expressly provided herein.

Section 6.2 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 VII- DRUG TESTING

Section 7.1 The City may implement a random drug testing procedure of employees or may require individual employees to be tested for drug and/or substance abuse. Such testing shall be at the sole discretion of the City, with all testing costs paid by the City. Employees required to be tested on off-duty time, shall be compensated for such time.

Section 7.2 Prior to the commencement of random drug testing, the Employer will meet with the Union to discuss the reasons and the procedure under which the testing will be administered.

ARTICLE VIII- NON-DISCRIMINATION

Section 8.1 Neither the City nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, disability or national origin. The Union shall share equally with the City the responsibility for applying this Article to the Agreement.

Section 8.2 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 8.3 The City agrees not to interfere with the rights of bargaining unit employees to become members of the Union, and the City shall not discriminate, interfere, restrain or coerce any employee because of the Union membership or because of any legal employee activity in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement.

Section 8.4 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 IX - NO STRIKE/NO LOCKOUT

Section 9.1 In as much as this Agreement provides machinery for the orderly resolution of grievances, the City and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Oberlin. Therefore, the Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, or any other interruption of operations or service of the City by its members.

Section 9.2 When the City notifies the Union that any member of the bargaining unit individually or collectively are engaged in any such strike activity, as outlined above, the Union agrees to immediately publicly denounce such violations, disclaim approval and conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to return to work immediately. Should the Union fail to publicly denounce such violation and post such notice, the City shall have the option of canceling any or all Article(s), Section(s), or Subsection(s) of this Agreement.

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

Section 9.3 The City agrees that neither it, its officers, agents, or representatives,

individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union, unless those members shall have violated Section 9.2 of this Article.

ARTICLE X - ASSOCIATION REPRESENTATION

Section 10.1 One (1) representative will be recognized by the City as the Union representative in accordance with this Agreement upon the receipt of a letter so identifying him and signed by an OPBA staff representative.

Section 10.2 The parties recognize that it maybe necessary for an employee representative of the OPBA to leave a normal work assignment while acting in the capacity of representative. The OPBA recognizes the operational needs of the City and will cooperate to keep to a minimum the time lost from work by a representative. Before leaving an assignment pursuant to this section, the representative must obtain approval from his supervisor. The City will compensate a representative at the normal rate for the time spent in good faith processing of grievances, and at any meetings at which the City requests a representative to be present during their regular working hours.

Section 10.3 The Director of the OPBA or his designee shall be allowed a cumulative total of twenty-four (24) hours off per year without pay to attend OPBA Director meetings. Such employee shall provide the Employer with at least thirty (30) days advance written notice of the date(s) being requested.

ARTICLE XI- EMPLOYEE RIGHTS

Section 11.1 An employee has the right, upon request, to the presence and advice of an OPBA representative at any pre-disciplinary hearing.

Section 11.2 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 11.3 Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of

time and time shall be provided for rest periods and attendance to physical necessities. In addition, the employee may record such interrogation if he has a recording device available so as not to delay the investigation. The Employer may have a transcript of such recording at the Employer's expense.

Section 11.4 When an investigation moves from investigatory to accusatory and/or the affected employee reasonably believes disciplinary action may result, the affected employee shall have the right to request and have a Union representative present. Such request shall not unreasonably delay the continuation of the investigation.

Section 11.5 An employee may request an opportunity to review his personnel file, add memoranda to the file clarifying any documents contained in the file, and may have a non-employee representative of the OPBA present when reviewing his file. A reasonable request for copies of items included in the file shall be honored. All items in an employee's file with regard to complaints and investigation will be clearly marked with respect to final disposition.

Section 11.6 In the course of an internal affairs investigation, a polygraph or computer voice stress analyzer (CVSA) examination will be administered only with the consent of the employee under investigation.

Section 11.7 Complaints by civilians which may involve suspension or discharge of an employee, shall be in writing and signed by the complainant. The Employer will furnish a copy of the complaint to the employee whom the complaint has been filed against prior to questioning or prior to the pre-disciplinary hearing, whichever occurs first.

Section 11.8 Records of disciplinary action that are received as a Patrolman and are more than three (3) years old shall not be used against an employee for the purposes of progressive discipline nor introduced into any grievance or arbitration hearing. Written reprimands and written records of verbal reprimands that are more than three (3) years old shall not be used against an employee for purpose of progressive discipline nor introduced into any grievance or arbitration hearing.

ARTICLE XII - DISCIPLINE

Section 12.1 Disciplinary action taken by the City shall be for just cause.

Section 12.2 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 12.3 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 XIII - GRIEVANCE PROCEDURE

Section 13.1 The term "grievance" shall mean an allegation by a bargaining unit employee or the City that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to affect changes in the Articles of this Agreement nor those matters not covered by the Agreement.

Section 13.2 If specific administrative agency relief of judicial or quasi-judicial nature is provided for by the ordinances of City of Oberlin, statutes of the State of Ohio or the United States for review or redress of specific matters (such as Worker's Compensation, Unemployment Compensation, etc.), such matters may not be the subject of a grievance or be processed as such. It is expressly agreed that all matters within the jurisdiction of the Oberlin Civil Service Commission, excluding the specific provisions as contained in the Labor Agreement, shall remain so and shall not be subject to a grievance within the meaning of this Article. All grievances must be processed at the proper step in order to be considered at subsequent steps and the following procedure will be observed:

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

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

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

grievant and/or a representative of the OPBA within ten (10) calendar days after the receipt of the appeal. The City Manager or his designee shall issue a written decision to the employee and his OPBA representative within ten (10) calendar days from the date of the meeting.

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

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

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

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

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

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

Section 13.3 The time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the City and the OPBA, be binding, and any grievances not timely presented, or timely processed thereafter, shall not be considered a grievance under this Agreement. Any grievance not timely processed by the City at any of the preceding steps may be immediately referred by the OPBA to the next level.

Section 13.4 Calendar days as provided within the Grievance procedure shall not include Saturdays, Sundays, or Holidays.

Section 13.5 An employee may present grievances and have them adjusted, without the

intervention of a representative of the OPBA, as long as the adjustment, if any, is not inconsistent with the terms of the Agreement.

ARTICLE XIV - SENIORITY

Section 14.1 Seniority shall be determined by the length of full-time service with the City of Oberlin Police Department since the most recent date of hire. In case of same date of hire, seniority shall be determined by the employee's standing on the Civil Service List.

Section 14.2 Full-time employees promoted to the Sergeant's classification shall be on a non-contestable probationary period for one (1) year of active duty from the date of the promotion. If during the probationary period the City determines that such probationary employee shall be removed, he shall be returned to his former classification consistent with the other applicable terms of the Labor Agreement. However, during the probationary period disciplinary action is subject to the grievance procedure.

Section 14.3 In the event of a lay-off, members of the bargaining unit will be laid off in accordance with their seniority.

Section 14.4 A member of the bargaining unit who is laid off shall be subject to recall from layoff for a period of two (2) years provided that he maintains his current address and telephone number with the City. A recall from layoff will be in accordance with seniority.

Section 14.5 Employees failing to respond to a recall from layoff, within ten (10) calendar days of the date the City sent such recall notice to the employee's last known address as described in Section 14.4 above, shall be deemed to have quit without notice.

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

Section 15.1 Members requesting permission to attend any school, training session or seminar shall submit a written request to the Chief stating the objective, the probable benefit to the department and the expected expense. Such request shall be evaluated by the Chief, and he shall make the final determination and communicate it to the member.

Section 15.2 If the Chief deems it necessary, he may require a member to attend any school, training session or seminar. Such attendance shall be deemed a requirement for their continued employment.

Section 15.3 Attendance at any school, training session or seminar, pertinent to police matters, shall be compensated at the applicable rate of pay. Payment for travel time and attendance in excess of the regular hours of work shall be paid at the overtime rate.

Section 15.4 Any employee of the City of Oberlin's Police Department required by the Chief to remain overnight to receive training, shall receive an allowance for meals of $25.00 maximum per diem 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 Chief.

ARTICLE XVI- HOURS OF WORK

Section 16.1 The regular working period for all employees covered by this Agreement will be eighty (80) hours in a two (2) week period. It is expressly understood that the scheduling of employees within such two (2) week periods is an exclusive management right.

ARTICLE XVII- OVERTIME

Section 17.1 Overtime pay for employees shall be at the rate of one and one-half (1 1/2) times the employee's regular hourly rate for any time employed over and above the forty (40) hours in a one (1) week period.

Section 17.2 For the purposes of this Article, all hours paid, except sick leave hours shall be included in the computation of overtime. However, sick leave hours used for medical appointments that cannot otherwise be scheduled during the employee's off-duty hours and approved by the Chief or his designee in advance, shall be considered as hours worked in the computation of overtime.

ARTICLE XVIII- CONFORMITY TO LAW

Section 18.1 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 18.2 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

ARTICLE XIX - OBLIGATION TO NEGOTIATE

Section 19.1 The City and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 19.2 Therefore, for the life of this Agreement, the City and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE XX - WAIVER IN CASE OF EMERGENCY

Section 20.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Lorain County Commissioners, the Federal or State Legislature, the Police Chief, City Administrator or Oberlin City Council, such as acts of God or civil disorder, the following conditions of this Agreement may automatically be suspended at the discretion of the City:

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

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

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

Section 20.2 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 XXI - SICK LEAVE

Section 21.1 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 21.2 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 21.3 An employee who is absent on sick leave shall notify his supervisor or designee of such absence and the reason therefore at least two (2) hours prior to the start of his work shift each day he is to be absent provided there are no extenuating circumstances.

Section 21.4 Sick leave may be used in segments of not less than one (1) hour.

Section 21.5 Before an absence may be charged against accumulated sick leave, the Chief or his designee may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Chief or his designee and paid by the City.

Section 21.6 If the employee fails to submit adequate proof of illness, injury or death upon request of the Chief or his designee, or in the event that such proof is submitted or upon the report of medical examination, the Chief or his designee finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay and the employee shall be subject to disciplinary action.

Section 21.7 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 21.8 The Chief or his designee may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician and paid for by the City, to establish that he is not disabled from the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees.

Section 21.9 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 21.10 An employee who transfers from this department to another department of the City shall be allowed to transfer his accumulated sick leave to the new department.

Section 21.11 Employees shall not be permitted to retain and transfer accumulated sick leave from any public service employment outside the City of Oberlin.

Section 21.12 Upon retirement, an employee shall be entitled to receive a cash payment equal to his daily rate of pay at the time of retirement, multiplied by the total number of accumulated but unused sick days earned by the employee and certified by the City Auditor, providing that such resultant number of days to be paid shall not exceed thirty (30) days at one hundred percent (100%) and up to an additional sixty (60) days paid at thirty-three and one-third percent *(33 1/3%)*.

ARTICLE XXII - HOLIDAYS/PERSONAL LEAVE DAYS

Section 22.1 All full-time employees shall be entitled to holiday time for the following holidays:

New Year's Day	Martin Luther King's Birthday
Washington's Birthday	Memorial Day
Independence Day	Labor Day
Columbus Day	Thanksgiving Day
Day After Thanksgiving	Christmas Day

Section 22.2 Holiday time shall be added onto an employee's vacation time at the rate of eight (8) hours per holiday. If an employee also works the holiday such employee shall be paid for all hours worked on the holiday at the rate of one and one-half times his regular hourly rate of pay. In order to receive holiday compensation, an employee must work the scheduled day before and the scheduled day after the holiday itself. For purposes of the Article, medically documented sick leave and other approved paid leaves shall count as working a scheduled day.

Section 22.3 Holidays as set forth in Section 1 above shall be recognized on the date on which the holiday actually falls.

Section 22.4 All employees shall, in addition to all other leave benefits, be granted three (3) personal leave days each year which are to be taken within the year earned or be forfeited.

Section 22.5 Personal days shall be taken only with the advance approval of the officer in charge or Chief of Police.

ARTICLE XXIII - MILITARY LEAVE

Section 23.1 All members of the bargaining unit who are members of the Ohio National Guard, the Ohio Defense Corps, the Naval Militia, or members of other reserve components of the Armed Forces of the United States are entitled to a leave of absence from their respective duties and eligible for military leave pay. Military leave pay shall consist of the difference between the employee's City base pay and his military salary for the leave of absence period. The above described employees shall be entitled to such pay, if their military salary during the leave of absence is less than their City pay would have been for such period. Military leave pay shall not exceed a total of thirty-one (31) calendar days in any one calendar year.

Section 23.2 The employee is required to submit to the City an order or statement from the appropriate military commander as evidence of such duty, including the amount received from the military.

ARTICLE XXIV - VACATIONS

Section 24.1 All full-time employees of the bargaining unit shall be entitled on their anniversary date of employment of each year to the following paid vacation provided they have worked at least one thousand forty (1,040) hours in the preceding anniversary year and have accrued the required years of service as follows:

Years of Service	Number of Weeks
after one (1) year	2 weeks
after five (5) years	3 weeks
after fifteen (15) years	4 weeks
after twenty (20) years	5 weeks

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

Section 24.2 Earned vacation shall be awarded on the employee's anniversary date of employment provided the employee is physically performing his duties on that date. There shall be no proration of vacation time.

Section 24.3 Vacation time shall be taken at a time approved of by the Appointing Authority.

Section 24.4 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 24.5 Vacation time shall not be carried over from one year to another without the

express written authorization of the City. Any vacation time that is unused within the year granted shall be deemed forfeited unless otherwise approved by the City.

ARTICLE XXV - INJURY LEAVE

Section 25.1 An employee who is disabled as a result of performing duties within the course and scope of his employment as a full-time employee of the City, if such disability prevents him from performing his duties, and such claim is approved by the State Bureau of Workers Compensation, shall be paid his regular compensation during the continuance of such service related disability, but for a period not to exceed twenty-six (26) weeks from the date such service related disability was incurred.

Section 25.2 The Employer shall have the right to require an employee to have a physical exam by a physician appointed and paid by the Employer, resulting in the physician's certification that the employee is unable to work due to the initial or recurring injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled.

Section 25.3 An officer directly involved in an incident requiring the use of "deadly force" in the course and scope of his employment, and in accordance with departmental policies and procedures, where such force results in a homicide or severe injury, shall be entitled to administrative leave, with pay, for a maximum of five (5) working days. Such administrative leave shall not be charged against sick leave or injury leave and shall be taken during the time period immediately following such incident as approved by the Chief of Police or his designee.

Section 25.4 An employee involved in an incident requiring the use of "deadly force" maybe required to consult with a psychologist or psychiatrist as recommended by the City's Employee Assistance Program Consultant. The cost of up to three such consultations shall be paid by the Employer. The Employer will pay for the cost of that treatment not covered by the City Health Benefit Plan up to $1,000 per year. The psychologist or psychiatrist may be required to certify to the Employer whether or not the employee is able to work as the result of his involvement in such incident.

ARTICLE XXVI- JURY DUTY LEAVE

Section 26.1 Any employee who is called for jury duty, either federal, county or municipal, shall be paid his regular salary, less any compensation received from such court for jury duty and mileage. To receive compensation, the employee must furnish the City with a voucher from the Clerk of Court or other appropriate court official, stating the full amount of compensation received from the court and the specific dates and times involved.

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

Section 27.1 If an employee is required to work in excess of eight (8) hours in any twenty-four (24) hour period, excluding shift change, then the result shall incur overtime for that officer; i.e., double backs. However, if an officer requests to work a double-back shift, then the officer shall NOT receive overtime for those hours worked. This does not preclude an employee from signing up for overtime which would result in a double-back situation.

Section 27.2 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 27.3 An employee may elect to be compensated for overtime worked in the form of compensatory time. Compensatory time may be accrued up to a maximum of one hundred twenty (120) hours per calendar year. Requests for use of compensatory time shall normally be submitted by the tenth (10th) of the month preceding the date(s) being requested or as manpower needs otherwise allow. Approval of compensatory time requests shall be at the sole discretion of the Chief of Police or his designee. Compensatory time earned, but unused in any calendar year shall be paid in the last pay of December of the applicable year.

Section 27.4 Whenever an employee is called into work by the Chief or his designee or is scheduled for court appearances on behalf of the City at a time disconnected from and not abutting his normally scheduled work hours, such employee shall be compensated for a minimum of three (3) hours at time and one-half (1-1/2) the employee's regular rate of pay. The employee shall be required to log in and out with the dispatcher on duty. The Employer may require that the employee work the three (3) hours call-in-time. Any employee called into work, and subsequently advised not to report, shall not be entitled to call-in-pay. However, any employee called into work who actually reports to work and is then sent home shall be compensated for one (1) hour of work at his regular rate of pay.

Section 27.5 Any employee scheduled in at a time which does not abut his regular scheduled work shift to attend in-service training or other departmental meetings shall be compensated for a minimum of two (2) hours at time and one-half of his regular rate of pay.

Section 27.6 When the Employer calls in an off-duty employee to fill a vacancy on the shift, the following shall apply: a rotating call-in roster shall be adhered to and maintained by the bargaining unit. In the event that all available off-duty employees in the bargaining unit are called to fill a vacancy and none of them agrees to work, the employee at the bottom of the roster shall be required to report for duty to fill in the vacancy.

Section 27.7 With the prior approval of the Chief of Police or his designee, employees may be allowed to exchange shifts. Overtime shall not be incurred as the result of such exchange and hours of work shall be calculated as if the affected employees worked their regularly scheduled shifts. Any employee involved in a shift exchange who subsequently calls off work on the work day to be exchanged, shall be responsible for finding a timely replacement. Such replacement shall be considered and recorded as an additional shift exchange and shall not result in an overtime situation.

Section 27.8 At the sole discretion of the Chief of Police, required or approved school or training may be scheduled to replace an employee's regularly scheduled duty hours.

Section 27.9 Whenever an employee is required by the Chief of Police to "stand-by" for immediate call to duty, where the employee is engaged to wait for such call and is unable to leave the specified area of Lorain County, or other residence if same is located outside of Lorain County, such employee shall be compensated at the rate of one-half (1/2) of his regular base rate of pay for all hours on "stand-by".

ARTICLE XXVIII- LONGEVITY

Section 28.1 Effective January 1, 2012, each full-time employee shall be entitled to a longevity benefit upon completion of five (5) full years of continuous service with The City of Oberlin. The longevity benefit shall be computed at the rate of eight-dollars and thirty-five cents ($8.35) per year of service, per month.

Section 28.2 The longevity bonus shall accrue each year on the anniversary of the employee's date of hire and be paid within thirty (30) days following the employee's anniversary date.

ARTICLE XXIX - COMPENSATION

Section 29.1 The following compensation schedule shall be effective for the full-time classified Sergeants of the Oberlin Police Department provided that they are actively performing their duties on the dates listed below:

	Non-Probationary Rate	Annualized Rate Non-Probationary
January 1, 2012	(15%) $31.82	$66,185.60

	Probationary Rate	Probationary Annualized Rate

January 1, 2012	(12%) $30.99	$64,459.20

Note: The above rate reflects a rank differential of 12% between the Probationary Sergeant's pay and a top Patrol Officer's pay for 2012, 2013 and 2014. Rank differential between Patrol Officer's pay and a non-probationary Sergeant's pay, will be 15% for 2012 and 2013 and 2014.

Section 29.2 A base wage reopener shall be the subject of negotiations for the second and third years (2013 and 2014) of the Agreement.

ARTICLE XXX - MEDICAL/HOSPITALIZATION INSURANCE

Section 30.1. Effective for the period January 1, 2012 through December 31, 2012,the Employer will provide on behalf of each full-time employee and his family, the medical and prescription, dental and vision coverage, or comparable coverage, as contained and described in Appendix I, Appendix II and Appendix III respectively.

Section 30.2. Effective January 1, 2012, employees shall contribute $148 per month for family coverage or $114 per month for single coverage.

Section 30.3. A reopener for the medical, prescription, dental and vision coverage as contained and described in Appendices I, II and III shall be the subject of negotiations for the second and third years (2013 and 2014) of the Agreement. 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 maximum of fifteen percent (15%), in each of the second and third years (2013 and 2014) of the Agreement.

Section 30.4. In an effort to reduce medical / hospitalization costs, a joint medical hospitalization insurance committee will be established and will consist of not more than one bargaining unit representative from each bargaining unit and three non bargaining unit representatives. The committee will be convened as necessary to review alternative insurance coverage and plans and will make recommendations to the City Manager. It is mutually agreed that such recommendations do not obligate either of the parties contractually.

ARTICLE XXXI - LIFE INSURANCE

Section 31.1 The City shall provide all employees with a life insurance policy with a face value of fifteen thousand dollars ($15,000.00) and payment will be subject to the terms and conditions set forth in the policy.

ARTICLE XXXII - UNIFORM ALLOWANCE

Section 32.1 Employees shall be entitled to an annual uniform allowance in the amount of eight-hundred dollars ($800.00) effective January 1, 2009; eight-hundred fifty dollars ($850.00) effective January 1, 2010; and nine-hundred dollars ($900.00) effective January 1, 2011.Uniform allowance payments shall be made in the first full pay periods following June 1 and December 1 of each year.

Section 32.2 Whenever personal items required in the performance of police duties are damaged or destroyed while on duty, where damage is not the result of the negligence of the employee, the Employer shall repair or replace same, provided that it is not otherwise recoverable, up to a maximum of Two Hundred Fifty Dollars ($250.00). In the event that personal items are damaged and the repair or replacement costs are recoverable, the Employer will pay up to Two Hundred Fifty Dollars ($250.00) for the repair or replacement, and then the employee will reimburse the Employer when the employee recovers the expense.

Section 32.3 The purchase of the City issued firearm by a Sergeant who retires from the Department in good-standing, shall be the subject of the reopener negotiations in 2013.

ARTICLE XXXIII - EDUCATIONAL AND OTHER PAYS

Section 33.1 In April of each year, an employee who has received an Associate Degree in law
enforcement shall receive additional pay in the amount of three hundred fifty dollar ($350.00) annually or in the alternative, a Bachelor's Degree, Five Hundred Dollars ($500.00) annually.

Section 33.2 An employee enrolled in continuing education in the law enforcement field shall receive assistance in the amount of $75.00 per credit hour, and the cost of the textbook. Textbooks shall then remain the property of the Oberlin Police Department for future use. An employee must attain the grade of "C" or better. Course work must be approved by the Chief of Police or his designee prior to enrolling in the course. Reimbursement will be made upon completion of the course and documentation of the required grade. In no event shall an employee exceed payment of seven fifty hundred dollars per year ($750.00) for continued education.

Section 33.3 Employees assigned by management to perform Field Training Officer (FTO) duties shall receive an additional One-Dollar and Fifty Cents ($1.50) per hour when performing those duties.

Section 33.4 Any employee required to utilize his personal vehicle to attend required or

approved training shall be entitled to a mileage reimbursement consistent with the prevailing IRS mileage allowance rate. Such mileage reimbursement shall be deemed full reimbursement for all fuel, maintenance, repair and insurance costs. Additionally, employees attending such training shall be entitled to reasonable meal reimbursement at the applicable rate approved by the Employer.

Section 33.5 Employees assigned by management to perform K-9 handling and related duties shall be compensated seven (7) hours per two (2) week period when performing those duties. The Chief or his designee shall determine how those seven (7) hours during the two (2) week period are to be scheduled in relationship to the operating requirements of the Department. Specifically, the canine handler may be scheduled to work seventy-three (73) hours per two (2) weeks, with the remainder of the normal two (2) week period consisting of the seven (7) paid hours of off-duty canine responsibilities. Alternatively, the canine handler may be scheduled to work normal eighty (80) hours per two (2) week period, or more, with the seven (7) hours of canine responsibility being considered additional hours of work.

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

Section 33.6. If a death occurs among a member of the employee's immediate family (spouse, son, daughter, mother, father), 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 XXXIV - BULLETIN BOARDS

Section 34.1 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 34.2 All OPBA notices which appear on the bulletin boards shall be signed, posted and removed by the OPBA representative during non-work time. OPBA notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

A. OPBA recreational and social affairs;

B. Notice of OPBA meetings;

C. OPBA appointments;

D. Notice of OPBA elections;

E. Results of OPBA elections;

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

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

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

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

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

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

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

Section 34.3 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 34.4 Violation of any provisions of this Article shall subject the OPBA to revocation of bulletin board posting privileges by the Employer.

ARTICLE XXXV - 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 Chief and/or his designees shall meet with not more than two (2) representatives of the bargaining unit to discuss those matters addressed in Section 35.2 herein. Additional representatives may attend by mutual agreement of the parties.

Section 35.2 An agenda will be furnished and/or exchanged at least five *(5)* working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting. The OPBA shall also supply the names of those OPBA representatives who will be attending. The purpose of such meetings shall be to:

1. Discuss the administration of this Agreement;

2. Notify the OPBA of changes made by the Employer which affect bargaining unit

members;

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

4. Disseminate general information of interest to the parties;

5. Discuss ways to increase productivity and improve efficiency;

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

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

Section 35.3 If special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 35.4 Labor/ management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

ARTICLE XXXVI - DURATION

Section 36.1 This Agreement represents the complete agreement on all such matters subject to bargaining between the City and the OPBA, and except as otherwise noted herein, shall become effective January 1, 2012 and shall remain in full force and effect through December 31, 2014. If either party desires to terminate, modify or amend this Agreement for a period subsequent to December 31, 2014, notice of such desires shall be given in accordance with ORC 41 17.14(B)(1)(a).

ARTICLE XXXVII - PHYSICAL FITNESS INCENTIVE

Section 37.1 **Physical fitness program**

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

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

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

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

The physical fitness test shall consist of the following categories:

1. Aerobic power – Cardiovascular endurance
   - 1 ½ mile run

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

3. Flexibility
   - Sit and Reach

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

Section 37.2 **Qualifying for the incentive**

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

Section 37.3 **Incentive plan**

An 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. An employee shall receive Five Hundred Dollars ($500.00) if he/she scores an average of three (3) or above for all events combined.

The incentive payment shall be made to the employee on the pay period following the last exam given during that calendar year. The physical fitness exam shall be administered two (2) times per calendar year. Once during the early summer and once during the early fall. The higher score of the two test scores (if employee participated in both fitness tests) shall be used for payment purposes.

Section 37.4 **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 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 the presses.
   - The highest weight pressed shall be used for scoring purposes.

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

Section 37.5 **Physical fitness exam scoring criteria:**

1 ½ mile run – men

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

1 ½ mile run – women

Age Score	20-29	30-39	40-49	50+
5 points	‹13:00	‹13:30	‹14:00	‹ 14:30
4 points	13:01-13:30	13:31-14:00	14:01-14:30	14:31-15:00
3 points	13:31-14:00	14:01-14:30	14:31-15:00	15:01-15:30
2 points	14:01-14:30	14:31-15:00	15:01-15:30	15:31-16:00
1 point	14:31-15:00	15:01-15:30	15:31-16:00	16:01-16:30

Sit-ups – men

Age 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

Age 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

Age 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

Age 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 XXXVIII- EXECUTION

Section 38.1 **IN WITNESS WHEREOF**, the parties have hereunto signed by their authorized representatives this 22nd day of May, 2012.

FOR THE OPBA:

By: Kevin Power

FOR THE CITY

By: [illegible]

City Manager

Approved as to legal form:

Law Director

Date: 5/24/12

LETTER OF UNDERSTANDING

Mr. Kevin Powers, Esq.
10147 Royalton Road, Suite J
North Royalton, OH 44133

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

Dear Mr. Powers,

This will confirm our discussions during the 2012 negotiations that pay adjustments would apply to payment amounts received by Patrol Officers in January 2012, 2013 and 2014 regardless of the date(s) such payment amounts were earned, provided such payments were contractually proper.

Very truly yours,

Joseph F. Lencewicz
Labor Relations Representative
City of Oberlin

Confirmed:

Kevin Powers, Esq.

Appendix I

City of Oberlin
Medical & Prescription Plan

Network		Medical Mutual Plus
Benefit		
Deductible		
	Network (1)	$200/$400
	Non-Network	$400/$800

Coinsurance OOP Max (Excludes deductible)		
	Network	$750/$1,500
	Non-Network	$1,500/$3,000
Physician Office Visit Copay		
	Network	$10 copay, 100%
	Non-Network	70% subject to deductible
Coinsurance		
	Network (2)	100% / 80%
	Non-Network	80%
Prescription Drugs		
Retail (30-day supply)		
	Generic Copay	$5
	Formulary Copay	$10
	Brand Copay	$25
Mail Order (90-day supply)		
	Generic Copay	$10
	Formulary Copay	$20
	Brand Copay	$25
	Lifetime Maximum	$2,000,000

(1) Deductible waived in some cases when using a network provider, see Schedule of Benefits in Plan Document for specifics.

(2) 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

Eye Care:

Annual maximums

Exam	$30
Frames (1)	$25
Single Lenses (1)	$25
Bifocal Lenses (1)	$40
Trifocal Lenses (1)	$50
Lenticular (1)	$80
Contacts (1)	$50

(1) It is either the lenses and frame benefit or contact benefit but not both.

City of Oberlin, Ohio

ORDINANCE No. 12-39 AC CMS

AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF OBERLIN, OHIO, AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (OPBA) FOR OBERLIN POLICE DEPARTMENT SERGEANTS 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 attached Agreement between the City of Oberlin and the OPBA and relating to Oberlin Police Department Sergeants 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 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 – May 21, 2012 (A,S,E)
2nd Reading –
3rd Reading –

ATTEST:

BELINDA B. ANDERSON, CMC
CLERK OF COUNCIL

RONNIE J. RIMBERT
PRESIDENT OF COUNCIL

POSTED: 05/22/2012

EFFECTIVE DATE: 05/21/2012