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**AGREEMENT
BETWEEN**

THE CITY OF JACKSON, OHIO

AND

**THE OHIO ASSOCIATION
OF
PUBLIC SCHOOL EMPLOYEES
OAPSE/AFSCME LOCAL 4/AFL-CIO
AND ITS
LOCAL #410**

SEPTEMBER 1, 2013 – AUGUST 31, 2016

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**ARTICLE 1
AGREEMENT/PURPOSE**

SECTION 1:

This Agreement is made between the City of Jackson, hereinafter referred to as the "City" and the Ohio Association of Public School Employees, OAPSE/AFSCME Local 4, AFL-CIO and its Local #410, hereinafter referred to as the "Union". The male pronoun or adjective where used herein refers to the female also, unless otherwise indicated. The term "employee" or "employees" where used herein refers to all employees in the bargaining unit as provided herein. The purpose of this Agreement is to provide a fair and reasonable method of enabling employees covered by this Agreement to participate, through Union representation, in the establishment of terms and conditions of their employment and resolution of all differences between the parties, subject to the laws of the United States, the State of Ohio and the City of Jackson.

**ARTICLE 2
RECOGNITION**

SECTION 1:

The City of Jackson recognizes OAPSE/AFSCME Local 4/AFL-CIO and its Local #410, as the sole and exclusive bargaining representative for all full-time and regular part-time employees in the following positions:

- 1.) Water Distribution and Wastewater Collections and Storm Water Superintendent
- 2.) Wastewater Plant Superintendent
- 3.) Executive Assistant (Superintendent of Administrative Services/Cemetery)
- 4.) Mechanical Superintendent
- 5.) Electric Superintendent
- 6.) Utilities Billing Superintendent
- 7.) Street & Alley/Garbage Superintendent
- 8.) Water Plant Superintendent
- 9.) Director of Water & Wastewater

Excluded from the bargaining unit: All other employees employed by the Employer.

SECTION 2:

When a new position is created by the employer or a change in title of a bargaining unit position is made, the recognition status of such positions shall be discussed with the Union within thirty (30) days of establishment of the position. Should the Employer and the Union not agree in the inclusion or exclusion of the new position(s) in the bargaining unit within sixty (60) days of the establishment of the position, the Union may petition the State Employment Relations Board (SERB) for a determination. If a current job substantially changes, as defined in this Agreement, the City and the Union shall meet to negotiate the terms and wage rate for the newly established or modified position.

SECTION 3:

No employee shall lose any benefits as a result of this Agreement unless such benefits were not specifically eliminated or modified during the negotiations which preceded this Agreement.

ARTICLE 3
UNION SECURITY/DUES AND PEOPLE CHECK-OFF

The City will supply the Union with the amount of gross earnings for each unit member for the previous calendar year or the salary for new employees by June 1 of each year. The Union shall provide a list of names and the amount of dues or fair share fees to be deducted for each. Union dues and fair share fees shall be deducted in twenty-four (24) equal installments beginning with the first pay period in July and ending with the second pay period in June of each year. The City agrees that dues and fee deductions for Jackson City Local #410 shall be paid directly to the OAPSE State Office with a list of whom deductions were made. The City shall not be responsible for any dues or fee deductions after the employee's employment terminates.

Each person in the bargaining unit who is not a member of the Union shall after sixty (60) calendar days of initial employment, be obligated to pay the Union, as a condition of employment, a "fair share fee" for the Union's efforts with respect to collective bargaining, labor contract enforcement and grievance resolution. This obligation does not require any person in the bargaining unit to become a member of the Union, nor shall the fair share exceed Union dues covering the same period of time. Members of the unit shall have sixty (60) days; the fair share fee shall be deducted from each employee who has not authorized deduction of Union dues, such fair share fee deductions to be made from the remaining pays after the sixty (60) day period ending with the second pay in June.

The deduction of the fair share fee by the City Treasurer from the payroll check of the employee and its payment to the Union after the sixty (60) day grace period shall be automatic and does not require the written authorization of the employee. The fee deductions shall be made on the same payroll days that the Union dues are deducted.

The Union warrants to the Board that it has established an internal rebate procedure which will be maintained during the term of this Agreement in accordance with Section 4117.09 of the Revised Code and that a procedure for challenging the amount of the representation fee shall be established and posted for the information of members of the bargaining unit and that such procedure and posting shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

The foregoing provisions regarding agency fees shall be subject to all requirements of Ohio Revised Code, Section 4117.09 when effective, and all other applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

The Union shall defend and indemnify the City for, and hold them harmless from, and any and all liability, damages including any punitive damages, and expenses, directly and indirectly incurred by the indemnities, or any of them because of any legal action or administration claim brought against them as a result of the provisions of this Article.

PEOPLE PAYROLL DEDUCTIONS

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE donation as provided in a voluntary written authorization. Such authorization must

be executed by the employee and may be revoked at any time by giving written notice to the employer. The City agrees to forward PEOPLE deductions to the Union State Treasurer each month along with a list of employees for whom such deductions were made. PEOPLE deductions are separate from dues and shall be sent in a separate check to the Union State Treasurer.

ARTICLE 4 MANAGEMENT RIGHTS

The City shall have the right to manage the operations, control the premises; direct working forces, and maintains efficiency of operation. The City's management rights include the right to hire, discipline, and discharge for just cause, and promote, promulgate and enforce reasonable rules and regulations.

Disciplinary action shall be taken only with approval of the Mayor or Service Director.

Reorganization, discontinuation or enlargement of any department or division shall be under the discretion of the Mayor or City Service Director.

The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuring agreements shall remain the function of the Employer. The above enumerated rights shall not abridge and shall be consistent with the provisions of this Agreement.

ARTICLE 5 NON-DISCRIMINATION

Both the City and the Union recognize their respective responsibilities under the Federal and State Civil Rights Laws, Fair Employment Practice Acts, and other similar constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitment, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age, sex, disability and political affiliation.

Therefore, the City agrees that there shall be no discrimination, interference, restraint, coercion of applicant for employment because of Union membership or because of any lawful activity in an official capacity on behalf of the Union.

ARTICLE 6 UNION REPRESENTATION

SECTION 1:

The accredited representative of the Union shall be permitted to enter the City's premises during working hours, but at no time shall such visitation rights interfere with the work requirements of any employees or disrupt operation in any way unless expressly permitted by the City.

SECTION 2:

The City recognizes the right of the Union to select stewards of the Union to act as the bargaining unit members' Union representative.

- a. Union representatives shall, upon request, be permitted a reasonable time to take up grievances.
- b. Union representatives shall process grievances with proper regard for the City's operational needs and work requirements, and shall cooperate in good faith with the City in keeping to a minimum the time lost from work due to grievance handling.
- c. The Union shall furnish the City with a written list of Union representatives, and shall promptly notify the City in writing of any changes therein.

SECTION 3:

The Mayor, or his designee, and/or the Service Director and members of the bargaining unit shall meet at least one time each month for a staff meeting.

SECTION 4:

The Local Union President or designee may attend the general orientation session to familiarize new employees with the Union and basic information relating to the Union without loss of pay.

SECTION 5:

Any member of Local 410 selected by the Union to serve on a committee established for purpose of Labor/Management relations (ex: negotiating committee, insurance committee, labor/management committee, etc.) shall not suffer a loss in pay. The City will not pay for non-scheduled work hours.

**ARTICLE 7
INVESTIGATION AND DISCIPLINE PROCEDURE**

SECTION 1:

A bargaining unit member, who is to be questioned as a suspect in any investigation where criminal charges may result, shall be advised of his contractual rights in accordance with the law and may have a representative of choice present.

Before a bargaining unit member may be charged with insubordination or like offense for any reason such as refusing to answer questions or participate in an investigation, he shall be advised that such conduct, if continued, may be the basis for such a charge. If a member desires, he shall be given a reasonable opportunity to consult with a steward representative or Union Officer before being required to answer questions.

When a bargaining unit member suspected of a violation is being interviewed, such interview shall be recorded at the request of either party. No recording of interviews or interrogations shall be without the knowledge of both parties.

The Employer shall not require one employee to investigate another employee in the same bargaining unit.

If any of the procedures of these Articles are violated, such violations shall be subject to the grievance procedure.

When any anonymous complaint is made against a bargaining unit member and if after investigation, there is no verifiable corroborative evidence, then the complaint shall be classified as unfounded and no further action will be taken.

At the request of either party, interviews, or portions thereof, with a member conducted during the course of any inquiry will be taped (audio). Tapes can be made by either party. The bargaining unit member and/or his legal counsel or Union representative will be afforded the opportunity, upon written request directly to the Employer, to listen to and make personal notes regarding a tape made of his interview subsequent to that interview. If a transcript of the tape is made by the Employer, the member will be provided a copy of such transcript upon written request directly to the Employer.

The Employer will not use a polygraph machine or other mechanical or chemical means to investigate the truth of statements made by members without written consent of the member.

Any complaints of violation of rules and regulations or of improper conduct that could not result in a criminal charge shall be filed by the complainant within thirty (30) days of the alleged occurrence. Any complaints filed after the thirty (30) day time limit shall be considered unfounded and the complainant shall be so advised. Notification to the bargaining unit member in person or by certified mail (return receipt) within fourteen (14) days that an investigation is being conducted shall be sufficient to comply with this Section. Any person seeking to file a complaint against a bargaining unit member shall be required to state the complaint in writing and sign the complaint. The Employer shall inform the complainant that any complaint, which is filed without any corroborative evidence, filed as harassment, and after investigation is found to have been fabricated, shall be forwarded to the bargaining unit member and Union and the members shall have the right to seek appropriate legal remedies.

SECTION 2: DISCIPLINE FOR CAUSE

No bargaining unit member shall be reduced in pay or position, suspended, removed, reprimanded, or disciplined in any manner except for just cause.

SECTION 3: ACTIONS OF RECORD

At any time an inquiry concerning a bargaining unit member occurs wherein disciplinary action of record (reprimand of record, suspension, reduction, or removal) will or may result, the member will be notified when he is first questioned.

SECTION 4: PROGRESSIVE ACTION

The principles of progressive disciplinary action will be followed. The progression, where appropriate, will include at least an oral reprimand, a written reprimand, and a short term and then long term suspension for the same or related minor offenses prior to dismissal.

SECTION 5: DURATION OF RECORDS

All actions of record except oral reprimands, but including written reprimands or suspensions, may be maintained in each member's personnel file throughout this period of employment with

the exception that all records or written reprimands will be removed from all departmental files twenty-four (24) months after such were given, and all records of suspension will be removed from all departmental files forty-eight (48) months after such were given, if no further similar disciplinary action has occurred. Disciplinary records so removed shall be given to the bargaining unit member. In any case in which a written reprimand, suspension, or dismissal is overturned on appeal or otherwise rendered invalid, all documents relating thereto will be removed from all departmental files and destroyed in the presence of the member. All records of disciplinary action removed from the files for any of the reasons outlined above shall not be considered in future disciplinary action or promotional considerations, and shall not be shared outside the department.

SECTION 6: REVIEW OF PERSONNEL FILES

Every member shall be allowed to review his personnel file at any reasonable time upon written request to the Employer, and in the presence of the Employer or his designated representative. Any member may copy documents in his file.

SECTION 7: INACCURATE DOCUMENTS

If, upon examining his personnel file, any bargaining unit member has reason to believe that there are inaccuracies in documents contained therein, he may write a memorandum to the Employer explaining the alleged inaccuracy. If the Employer concurs with the member's contentions, he shall either remove the faulty document or attach the member's memorandum to the documents in the file and not thereon his concurrence with the memorandum's contents. If he does not concur with the contentions of the member he will attach the written memorandum to the document in the file without comment.

SECTION 8: DISCOVERY

Prior to any disciplinary action, discovery shall be granted to the charged employee and his designated representative. Upon written request the appointing authority will permit the employee to inspect and copy or photograph any of the following which are available to or within the possession, custody or control of the City and the existence of which is known or by the exercise of due diligence may become known to the Employer, as follows:

- a. Relevant written or recorded statements of the charged Employer;
- b. Books, pages, documents, photographs, tangible objects, buildings or places, or copies or portions thereof, available to or within the possession, custody or control of the Employer, and which are material to the preparation of the charged employee's defense, or are intended for use by the Employer as evidence at the hearing, or were obtained from or belong to the employee;
- c. Any results or reports of physical or mental examinations, and of scientific tests or experiments made in connection with the particular case, or copies thereof, available to or within the possession, control or custody of the Employer, the existence of which is known or by the exercise of due diligence may become known to the Employer.
- d. Written list of names and addresses of all witnesses whom the Employer intends to call at the hearing; or

- e. All evidence known to the employee and material to either the truth of the allegations or punishment.

SECTION 9: MISCELLANEOUS

The Employer shall provide for an employee that is relieved of duty pending a discovery investigation to be entitled to full pay and benefits pending the investigation. The Employer agrees not to make any public releases of information regarding pending disciplinary action without the written consent of the employee.

**ARTICLE 8
GRIEVANCE PROCEDURE**

SECTION 1:

- A. **GRIEVANCE POLICY.** The Employer and the Union recognize that in the interest of effective personnel management, a procedure is necessary whereby employees can be assured a prompt, impartial and fair processing of their grievances. Such procedures shall be available to all employees and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure.
- B. The term "grievance" shall mean an allegation that there has been a breach, improper application of this Agreement and/or misinterpretation of this contract or work rules.
- C. **DISCIPLINARY ACTION DEFINED.** For purposes of this Agreement, disciplinary action is any reduction in pay or position, removal, suspension, written reprimand, or any other corrective action or violation of this contract.
- D. **QUALIFICATIONS.** A grievance may be initiated by the Union or an aggrieved bargaining unit member. The Union will make every reasonable effort to see that grievances it initiates affect more than one member of the bargaining unit.
- E. **ESTABLISHMENT OF GRIEVANCE REPRESENTATIVES.** The Union may designate one (1) member to serve as grievance representative and one (1) member to serve as grievance chairman.
- F. **DUTIES OF THE GRIEVANCE CHAIRMAN.** The authorized functions of the grievance chairman, and a named alternate who shall serve as grievance chairman in the absence or unavailability of the grievance chairman shall include the following:
 - 1. Representing the member in investigating and processing grievances.
 - 2. Act as liaison between the City's representatives and the Union, on matters concerning grievances and this procedure.

The grievance chairman shall be released from his normal duties to participate in the aforementioned duties without loss of pay or benefits. The grievance chairman shall be allowed reasonable necessary time during his scheduled working hours with permission of the Public Safety and Service Director/or Mayor to perform the aforementioned duties.

G. STEP ONE.

A member having an individual grievance shall have five (5) working days following the events or circumstances giving rise to the grievance or when the employee became aware of the occurrence giving rise to the grievance to file a grievance with the City Service Director. A Union representative may accompany the grievant at the Step One Level if the employee so desires.

If the City Service Director grants a grievance at the Step 1 level, written acknowledgement of granting such grievance must be furnished to the Union and a Union representative shall be present during any discussion of granting the grievance. The City Service Director shall have five (5) working days from the submission of the grievance, at Step 1 Level to respond in writing to the grievant and the Union. Before a grievance and proposed solution is placed in writing pursuant to Step 2, such grievance shall be screened by the Union President.

H. STEP TWO. MEDIATION

If the grievance is not satisfactorily resolved at Step One of the grievance procedure, it may be appealed to Step Two, Grievance Mediation, within ten (10) days of the Step Two answer by requesting the Federal Mediation and Conciliation Service (FMCS) to appoint a mediator to conduct a grievance mediation session, mutually scheduled between the Union and the City. The mediator shall attempt to resolve the dispute and may make recommendations to the parties regarding the settlement of the dispute. The recommendations of the mediator are not final or binding and any settlements of the grievance at this step shall be based upon mutual agreement of both parties. If the grievance is not settled at mediation, the Union shall have the right to file for arbitration within twenty (20) days after the date of mediation.

I. STEP THREE. ARBITRATION

If the Union is not satisfied with the answer in Step Three, within twenty-five (25) working days thereafter, the Union may appeal to arbitration by serving a notice of intent to the Employer.

Within fourteen (14) days of receipt of intent to file under the grievance arbitration procedure, the Employer and the Union shall by joint letter, solicit nominations of seven (7) names of arbitrators to hear the case (from the Federal Mediation and Conciliation Service). The Employer and the Union shall select one (1) person to serve as the arbitrator. A date for arbitration shall be set as soon as possible in accordance with the wishes of the Employer, the Union and the availability of the arbitrator. The parties may be represented by their representatives or legal counsel. Any witnesses that are necessary may attend the arbitration hearing without loss of pay.

The arbitrator shall reduce his award to writing and state his reasons for reaching the decision. All decisions of the arbitrator shall be final and binding upon all parties participating. The arbitration fees shall be paid by the loser, as determined by the arbitrator.

J. **TIME OFF FOR PRESENTING GRIEVANCES.** A member and his grievance representative shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the grievance procedure. Grievance representatives shall be allowed adequate time with pay, to conduct a proper investigation of each grievance. Grievants and grievance representatives shall not receive overtime pay to engage in grievance activities provided for herein.

K. **TIME LIMITS.** The parties may mutually agree at any time to skip steps or extend the time limits. A grievance may be submitted at the level from which it originates. Where time limits are not met in the grievance procedure, a decision in the grievance shall be presumed to be rendered against the person not meeting the time limit requirements and the grievance shall be granted in full to the party that has met the time limits.

L. **GRIEVANCE FORM.** The Employer and the Union shall develop a grievance form. Such forms will be supplied by the Employer. The grievance form shall contain space for each party required to initiate action or to respond, to indicate the time limits for action, response or decision. All entries on the form shall be dated. A grievance shall contain the following information:

A statement of the grievance and the facts upon which it is based.
The alleged violation.
The signature of the aggrieved employee.

The written response to a grievance shall contain at the least the following information:

An affirmation or denial of the facts upon which the grievance was based.
The remedy or adjustment, if any, to be made.
The signature of the appropriate Management Representative.

M. **WORKING DAYS.** For the purpose of counting time, "working days" as used in this Agreement will not include scheduled days off, approved leaves, holidays or weekends.

N. **EXCLUSIVITY.** This grievance procedure shall be the exclusive method of resolving grievances. Any employee choosing on his own to pursue other means of resolving a grievance, such as Civil Service appeal or court action, shall be considered to have waived his or her right to the grievance procedure for resolution of the issue.

**ARTICLE 9
PROBATIONARY PERIOD**

SECTION 1:

Employees entering the bargaining unit shall be on probation for a period of one-hundred eighty (180) calendar days. Probationary employees shall have no recourse to the grievance procedure under this Agreement concerning disciplinary action during the one-hundred eighty (180) calendar day probationary period. The employer may waive or reduce the probationary period.

If any employee is discharged or quits and is later rehired, he shall be considered a new employee and subject to the provisions of the preceding paragraph.

**ARTICLE 10
SENIORITY**

SECTION 1:

Master Seniority shall be defined as the length of continuous service with the City. Master Seniority shall be measured in calendar days of employment with the City beginning with the employee's first day of employment.

SECTION 2:

Seniority shall be defined as the length of continuous service with the City as a supervisor, superintendent, department head or executive assistant. Seniority shall be measured in calendar days the employee has been supervisor, superintendent, department head or executive assistant, beginning with the employee's first day in the department.

SECTION 3:

The term "continuous service" as used in this Agreement shall be so construed that absence from employment due to illness, injury, approved leaves of absence, or layoffs by the City due to lack of work or funds, shall not cause a break in the meaning of the term "continuous" for the purpose of computing seniority and master seniority.

SECTION 4:

Seniority shall be lost (or terminated) when an employee:

- a. Quits
- b. Is discharged for just cause
- c. Fails to report to work when recalled from layoff within the fourteen (14) calendar days from the date on which the City sends the employee notice by registered mail to the employee's last known address as on the City's records.

SECTION 5:

The City shall provide the Union with a master seniority list of all employees in the bargaining unit covered by this Agreement on a semiannual basis. The list shall contain the name, supervisory position, date of hire (if different), and current address of each employee in the bargaining unit.

ARTICLE 11
CONSOLIDATION OR ELIMINATION OF JOBS

SECTION 1:

Employees displaced by the elimination of jobs through consolidation (combining the duties of two (2) or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or any other reasons shall be permitted to exercise their seniority rights to displace any less senior member of the bargaining unit based on Master Seniority provided they are qualified to perform the duties of the position. An employee shall have a twenty (20) day working trial period to demonstrate that he/she is qualified for the position. Any members displaced under this bargaining agreement shall maintain all seniority unless they leave the employment of the City. See Article 14.

ARTICLE 12
**ASSIGNMENT OF WORK, TEMPORARY TRANSFERS,
TEMPORARY OCCUPANCY OF HIGHER POSITIONS**

SECTION 1:

When an employee in the bargaining unit is temporarily transferred to another job by the Administration:

- a. If the rate of pay for such job is lower than his regular rate, he shall receive his regular rate.
- b. If the rate of pay for such job is higher than his regular rate, he shall receive an adjustment in pay to commensurate with the work he is required to do on the higher job, payable at a minimum of (4) hours of work in the higher classification retroactive to the first hour.
- c. The Mayor may appoint employees to fill the temporary vacancy based on qualifications.
- d. The Mayor may appoint an OAPSE bargaining unit member to the positions of Service Director or Safety Director's or assistants position on a temporary basis.

ARTICLE 13
TRANSFERS AND JOB BIDDING

SECTION 1: VACANCY

A vacancy is an opening in a permanent full-time or permanent part-time position within a specified bargaining unit covered by this Agreement which the Agency determines to fill.

SECTION 2: POSTING

All vacancies within the bargaining unit that the Agency intends to fill, shall be posted in a

conspicuous manner throughout the City. Vacancy notices will list the deadline for application, pay, or class title and shift where applicable, knowledge, abilities, skills and duties are specified by the job description, for that position. Vacancy notices shall be posted for at least five (5) working days.

SECTION 3: BIDDING

Employees shall file timely applications during the five (5) day posting period.

SECTION 4: SELECTION

Members will have the opportunity to bid on positions within the bargaining unit. The position shall be awarded to the member of the bargaining unit who bids according to master seniority, provided the member is qualified for the position as determined by the qualifications required for the position.

SECTION 5:

The Employer agrees to furnish the Union President with a copy of all posting and personnel actions upon completion or posting of such.

ARTICLE 14 LAY-OFF AND RECALL

SECTION 1:

Whenever it is necessary because of lack of work (including displacement because of discontinuance of operations and/or funds), employees shall be laid off in the following order:

- a. All employees in the effected department, non-supervisor, employees.
- b. Supervisors/Department Heads provided all non-supervisory have been laid-off in the effected department.

SECTION 2:

Before an actual layoff, the employee affected by the layoff will have the opportunity to displace a less senior member of the bargaining unit based on master seniority, provided he possesses the qualifications for the position held by the less senior member. After the displacement process is exhausted, the City and the Union will meet immediately for the purpose of finding a full time job with the City, in or out of the bargaining unit, for which any employee affected by the layoff is qualified to perform. The employee shall be given the option of accepting it rather than being laid off.

SECTION 3:

Employees shall be recalled according to master seniority and qualifications for the position. Employees shall be recalled to their previous positions as they become available, provided no qualified employee with more master seniority is laid off. No other appointments may be made to any position formally held by an employee on layoff, unless employees on layoff decline the recall. No non-supervisory employee may be recalled before the department head /supervisor is recalled. An employee on layoff will be given fourteen (14) calendar days notice of recall by certified mail to his last known address (as shown on the City's records). The employee is responsible for keeping the City notified of his current mailing address.

SECTION 4:

In the event an employee is laid off, he may, upon request, receive payment for earned but unused vacation and/or compensatory time as quickly as possible.

**ARTICLE 15
HOLIDAYS AND PERSONAL DAYS**

SECTION 1:

For the purpose of this Agreement, all members of the bargaining unit shall be considered full-time employees.

SECTION 2:

All regular full-time employees shall be entitled to the below listed holidays at their regular scheduled rate of pay.

½ day New Year's Eve
New Year's Day
Martin Luther King Day
Good Friday
July 4th
Columbus Day
Employee's Birthday

Christmas Day
Presidents' Day
Memorial Day
Labor Day
Thanksgiving Day
½ day Christmas Eve
Veterans Day

Employees are automatically entitled to any holidays given by the Mayor in excess of the above listed holidays.

SECTION 3:

Employees are entitled to 40 hours of personal time, granted by the City to be used in increments of not less than one (1) hour.

SECTION 4:

To be entitled to holiday pay, an employee must be on active payroll status (i.e., actually receives pay) on his last regular work day before and his first regular work day after the holiday unless absent because of illness, injury or funeral leave.

SECTION 5:

If any of the listed holidays fall on a Sunday, the following Monday shall be observed as the holiday. If the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

SECTION 6:

Those employees that work on a work schedule other than a Monday through Friday schedule shall observe the holiday on the actual holiday day.

ARTICLE 16 VACATIONS

SECTION 1:

All regular full-time employees shall be granted the following vacation leave with pay each year based on their length of City Service as follows for employees hired by the City prior to August 31, 2010:

1. A full-time employee with 1 through 3 years of service shall accumulate vacation time at the rate of 3.077 hours per pay period. (80 Hours)
2. At the beginning of the 4th year through year number 5 of service, employees shall accumulate vacation time at the rate of 4.616 hours per pay period. (120 Hours)
3. At the beginning of the 6th year through year number 10 of service, employees shall accumulate vacation time at the rate of 6.154 hours per pay period. (160 Hours)
4. At the beginning of the 11th year through year number 20 of service, employees shall accumulate vacation time at the rate of 7.693 hours per pay period. (200 Hours)
5. At the beginning of the 21st year through the end of the employee's service, employees shall accumulate vacation time at the rate of 9.231 hours per pay period. (240 Hours)

Vacation may be taken as accredited after the first year of employment.

SECTION 2:

Vacation days may be accumulated up to two (2) years.

SECTION 3:

The City cannot cancel any scheduled vacation without consent of the employee.

SECTION 4:

Senior employees in OAPSE Local 410 shall have first preference within the bargaining unit if there is a conflict in scheduling vacations.

SECTION 5:

If a recognized holiday falls within an employee's vacation leave, the employee shall receive an additional paid vacation day in lieu of holiday (either at the beginning or the end of his vacation).

SECTION 6:

Vacation is granted by the City to be used in increments of not less than one (1) hour. All employees must use at least eighty (80) hours of vacation per year, unless waived by Service Director at the request of the employee.

Employees may cash in accumulated vacation over the amounts required to be used while complying with Article 17 – Section 6.

An employee wishing to cash in vacation shall inform the City's payroll department. Upon an employee leaving the employment of the City for any reason, unused vacation shall be paid out as per Article 18, Section 7, Items 1 & 2.

<u>Years of Service</u>	<u>Maximum Carryover</u>
1 through 3 years	160 hours
4 through 5 years	240 hours
6 through 10 years	320 hours
11 through 20 years	400 hours
21 and higher	480 hours

ARTICLE 17 LEAVE OF ABSENCE

SECTION 1: GENERAL

All leaves of absence (and any extension thereof) must be applied for and granted in writing on forms to be provided by the City. An employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the City. When an employee returns to work after a leave of absence, he will be assigned to the position at the same current rate of pay if his former position is not vacant or no longer exists.

If it is found that a leave of absence is not actually being used for the purpose for which it was granted, the City may cancel the leave whether personally or by certified mail to the last known address, direct the employee to return to work and impose disciplinary action up to and including discharge. An employee, who fails to return to work at the expiration or cancellation of a leave of absence or fails to secure an extension of such leave, shall be deemed to be absent without leave and shall be subject to loss of seniority.

A leave of absence may not exceed one year in duration, except with the approval of the City Service Director.

SECTION 2: SICK LEAVE WITH PAY

Regular full-time employees of the bargaining unit shall be credited with sick leave at the rate of 4.6 hours per 80 hours in pay status. There shall be no limit on cumulative sick leave.

- a. Paid sick leave shall be granted only for:
 1. Actual sickness or injury.
 2. Confinement by reason of quarantine.
 3. Serious illness of employee's immediate family. (See Section 179 for definition of immediate family).
 4. Visit to a doctor or dentist for medical care.
- b. No paid sick leave shall be granted unless the City is notified of the sickness within one (1) hour after the employee's scheduled starting time in the first day

of the absence on account of sickness. The hour notice will be waived if an employee is incapable of calling by providing proper documentation of his incapacity.

- c. A certificate from a physician may be required (upon request by Administration) for any sickness extending beyond three (3) days.
- d. On death or retirement, an employee must have a minimum of two (2) years service to receive all accumulated sick leave. In the case of death, the accumulation must be paid to the survivor of the estate.

SECTION 3: SICK LEAVE WITHOUT PAY

After an employee has exhausted his sick leave pay, he shall be granted a leave of absence without pay for a period not to exceed one (1) year because of personal illness or injury upon request, supported by medical evidence satisfactory to the City if the employee has reported such illness or injury to his department head or immediate supervisor by not later than the second day of absence.

SECTION 4: SICK LEAVE CONVERSION

Employees with five (5) years of successive service with the City with 480 hours of accumulative sick leave, shall be permitted to exchange 120 hours of sick leave for vacation leave.

Employees with an excess of 1,000 hours sick leave who opt not to exchange hours for vacation leave, if requested, shall receive payment for all hours over 1,000, the second week of November payable in a separate payroll check.

SECTION 5: PERSONAL LEAVE

For those employees who have completed their probationary period, personal leaves of absence may be granted without pay for good cause shown for a period not to exceed ninety (90) days. The granting of such leaves shall be based upon the operational need of the employee's department, and shall only be granted by the City Service Director.

SECTION 6: UNION LEAVE

At the request of the Union, a leave of absence without pay shall be granted to any employee selected for a Union office, employed by the Union, or required to attend a Union convention or perform any other functions on behalf of the Union necessitating a suspension of active employment, for up to twelve (12) months.

SECTION 7: MILITARY LEAVE

An employee shall be granted an extended leave of absence without pay for the required military duty in accordance with the law. After discharge, he shall be restored to employment within the City, upon request, in accordance with State and Federal Law.

Full-time employees of the city who are temporarily called to active duty (e.g., summer training), shall be granted a leave of absence for the duration of such duty for a period not to exceed fifteen (15) working days in any calendar year. However, an employee will receive only the difference between military pay and regular pay. He shall accumulate vacation and sick leave credit during the period of such leave.

Employees on military leave who thereafter return to employment with the City, shall receive retirement credit for all time spent in active military service as may be sanctioned by state and federal law. Seniority shall continue to accumulate while an employee is on military leave.

SECTION 8: JURY DUTY AND WITNESS LEAVE

An employee serving on jury duty will be excused with pay for the time lost during his regular work week. Employees shall turn in all compensation upon completion of jury service to the Treasurer of the City of Jackson. However, an employee must return to work when excused from jury duty. Paid leave for any other court ordered requests pertaining to City business shall be approved by the Service Director. Employees will not be paid for witness leave involving personal or family matters before the courts.

SECTION 9: BEREAVEMENT LEAVE

In the case of death in the employee's immediate family, three (3) days leave shall be granted for the funeral unless such funeral is greater than three-hundred (300) miles from Jackson, in which case, five (5) days leave with pay shall be granted and one (1) day of said leave is for attending the funeral. One (1) day with pay shall be granted for the funeral of any other relatives. Special cases may be taken up with the Service Director. Such leave for the day of the funeral only is separate from, and shall not be charged to any other form of leave. A member of the immediate family shall be defined to be an employee's mother, father, wife, husband, daughter or son (including step or adopted), sister or brother (including half or step), father-in-law, mother-in-law, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, grandparent, grandparent-in-law, grandchild and any person living within the household.

SECTION 10: PARENTAL LEAVE

An employee shall be entitled to a leave of absence of up to twelve (12) weeks to attend to a new child in the family (i.e., newborn, newly adopted, etc.). Said leave shall be without pay; however the employer will continue the insurance coverage for the period of such leave.

SECTION 11: FAMILY MEDICAL LEAVE

In accordance with the Family and Medical Leave Act of 1993 and amendments, bargaining unit members who have worked at least 1,250 hours in the past twelve (12) months shall be annually entitled to a maximum of twelve (12) weeks of sick leave for the following reasons:

- (1) to care for a newborn son or daughter;
- (2) for a placement of a son or daughter with the bargaining unit member for adoption or foster care;
- (3) to care for a seriously ill immediate family member;
- (4) because of their own serious health condition.

Entitlement to child care shall end upon the child reaching one (1) or twelve (12) months after the date of adoption or foster placement.

Employees on FMLA leave shall be paid at the rate of 30% their normal rate of pay after they have exhausted their paid leaves during any period of FMLA leave. Employees must request such leave, in writing, and in advance of taking the FMLA leave.

Bargaining unit members must give the City at least thirty (30) days notice, or as much notice as is practicable in foreseeable situations.

Bargaining unit members must use their accumulated paid leave prior to using unpaid leave, not to exceed a maximum combination of twelve (12) weeks. (For example: 4 weeks of paid sick leave and 8 weeks of unpaid combination.)

Medical certification shall be required in cases where the employee is requesting leave for his/her ailment to substantiate leave for the reasons stated above with the City having the option of requiring second and third opinion. Medical certification shall include the following:

- (1) appropriate medical facts regarding the condition and the necessity for the leave; and
- (2) a statement that the bargaining unit member is unable to perform the essential functions of his/her position during this period of leave.

Bargaining unit members may be entitled to use family and medical leave on an intermittent or reduced leave schedule based upon mutual agreement between the Employer and the Union and provided all requirements have been satisfied.

- (1) When a bargaining unit member uses family and medical leave on an intermittent or reduced leave schedule basis, the City may temporarily transfer the bargaining unit member to an alternative position with the equivalent pay and benefits which would better accommodate the recurring periods of leave and not disrupt the services provided to the public. Upon return from leave, the bargaining unit member shall be restored to his/her former position or an equivalent position.

For the purpose of this Article, the following definitions shall apply:

- (1) "Serious Health Condition" – an illness, injury, impairment, or physical or mental condition which involves inpatient care of three (3) days or more in a hospital, hospice, or residential care facility; or continuing treatment of at least two (2) or more visits or supervision by a health care provider.
- (2) "Reduced Leave Schedule" – a leave schedule that reduces the usual number of hours per work week, or hours per work day, of a bargaining unit member.
- (3) "Immediate Family" – as defined in Section 9.

SECTION 12: INJURY LEAVE

1. Injury Leave – Any employee who is disabled because of an injury suffered on the job shall receive paid injury leave from absences due to the injury, which shall not be deducted from sick leave.
2. Injury leave shall not be available until after the disability has extended beyond three (3) working days. The first three (3) days of absence shall be charged to sick leave.
3. Injury leave shall be available during a period of forty (40) work days from the date of the injury. After 40 working days from the date of injury, absence due to such injury shall be charged to sick leave, unless the Employer, at its sole discretion, may extend injury leave benefits beyond 40 work days for the employee.
4. An employee requesting leave shall upon request by the Employer, submit to an examination by the Employer's physician who shall determine the extent of the disability.
5. Granting of injury leave is contingent upon the employee filing for Workers' Compensation and reimbursing the Employer with benefits received for lost wages for any time for which paid injury leave was provided. Reimbursement shall not exceed the amount paid as injury leave pay.
6. The Employer may offer a light duty assignment which will be accepted as long as the attending physician approves such light duty.
7. Any disputes regarding injury leave will be submitted to the grievance procedure at Step 2.

SECTION 13: TRAINING AND DEVELOPMENT

The Employer and the Union recognize the need for training and development of employees in order that services are efficiently and effectively provided and employees are afforded the opportunity to develop their skills and potential.

IN-SERVICE TRAINING

Whenever employees are required to participate in in-service training programs, they shall be given time off from work with pay to attend such program, including any travel time needed. Any costs incurred in such training shall be paid by the Employer. Every reasonable effort shall be made to notify employees of training opportunities through available channels of communications.

LEAVE FOR TRAINING/CONTINUING EDUCATION PROGRAMS

The Employer may grant permanent employees paid leave during regular work hours to participate in non-agency training/continuing education programs which are directly related to the employee's work and will lead to the improvement of the employee's skills and job

performance. Reasonable effort will be made to equitably distribute such training opportunities among employees.

TRAINING RECORDS

Upon completion of a training/continuing education program, the participant will forward a certificate or other appropriate recognition of course completion to the appropriate Agency designee for placement in the employee's personnel file.

If such evidence is not received, additional requests for release time will not be approved.

SECTION 14: PROFESSIONAL MEETINGS

An employee shall be granted a leave of absence with pay when the City requires an employee to attend a professional meeting. If the meeting is offered in another city, and the employee finds it impractical to return to his home on a night-to-night schedule, then he shall be reimbursed under Article 25.

SECTION 15:

Employees are entitled to all rights afforded under the FMLA above the negotiated leaves. Employees shall use all paid leave first.

SECTION 16: SICK LEAVE BANK

Each employee who wishes to participate voluntarily in a sick leave bank may do so by donating up to a maximum of forty (40) hours per year into the leave bank. An employee who has exhausted his or her entitlement to paid leave under this Agreement and who is taking leave under the federal Family and Medical Leave Act (FMLA) to care for an ill family member or because of the employee's own illness, may apply to the bank to withdraw up to 20 days per year of paid leave which may be substituted for any unpaid FMLA leave to which the employee is entitled. The Union shall establish a committee which shall administer the leave bank and determine which employees shall be allowed to draw from the bank and how much leave they will be allowed to withdraw.

SECTION 17:

Wherein this Article comes into direct conflict with provisions of FMLA, the FMLA language shall prevail.

ARTICLE 18 HOURS OF WORK AND OVERTIME

SECTION 1:

The regular work week shall be from 12:01 a.m. Sunday to 12:00 midnight Saturday and the normal straight time work week of employees will include five (5) days of eight (8) hours each.

ELECTRIC SUPERINTENDENT

Monday through Friday, 7:30 a.m. - 4:00 p.m., with a one hour lunch period, of which one-half (1/2) hour is unpaid.

STREET & ALLEY/GARBAGE SUPERINTENDENT

Monday through Friday, 7:30 a.m. – 4:00 p.m., with a one hour lunch period, of which one-half (1/2) hour is unpaid.

UTILITIES BILLING SUPERINTENDENT

Monday through Friday, 8:00 a.m. – 4:30 p.m., with a one hour lunch period, of which one-half (1/2) hour is unpaid.

MECHANICAL SUPERINTENDENT

Monday through Friday, 7:30 a.m. – 4:00 p.m., with a one hour lunch period, of which one-half (1/2) hour is unpaid.

WATER DISTRIBUTION/WASTEWATER COLLECTIONS AND STORM WATER SUPERINTENDENT

Monday through Friday, 7:30 a.m. – 4:00 p.m., with a one hour lunch period, of which one-half (1/2) hour is unpaid.

WASTE WATER PLANT SUPERINTENDENT

Monday through Friday, 7:30 a.m. – 4:00 p.m., with a one hour lunch period, of which one-half (1/2) hour is unpaid.

EXECUTIVE ASSISTANT SUPERINTENDENT OF ADMINISTRATIVE SERVICES/CEMETERY

Monday through Friday, 8:00 a.m. – 4:30 p.m., with a one hour lunch period, of which one-half (1/2) hour is unpaid.

DIRECTOR OF WATER & WASTEWATER

Monday through Friday, 7:30 a.m. – 4:00 p.m., with a one hour lunch period, of which one-half (1/2) hour is unpaid.

WATER PLANT SUPERINTENDENT

Monday through Friday, 7:30 a.m. – 4:00 p.m., with a one hour lunch period, of which one-half (1/2) hour is unpaid.

Certain adjustments may be made in the hours of work described above in those cases where a reasonable accommodation is to be made under the American with Disabilities Act or as determined by the Mayor or his/her Designee to better accommodate the requirements of the position.

Work hours at the Water Plant and Wastewater Treatment Plant shall be regulated pursuant to Ohio Administrative Code staffing rules.

SECTION 2:

One and one-half (1 ½) time the basic rate of pay will be paid for all work performed in excess of eight (8) hours per day or 40 hours per week. No employee shall be required to reduce his regularly scheduled working hours because of overtime worked if such regularly scheduled work is available.

SECTION 3:

No employee shall be required to work in excess of sixteen (16) hours in any work day.

SECTION 4:

When an employee is required to work on a holiday, they shall be paid two (2) times their regular rate of pay for all hours worked, in addition to their regular scheduled holiday pay.

SECTION 5:

All City employees will be paid every two (2) weeks. Mistakes made by the City in excess of fifty dollars (\$50.00) on payroll, shall be corrected within five (5) work days.

In the event pay day falls on a holiday, employees shall be paid on the day before the holiday.

SECTION 6:

Whenever the Mechanical Superintendent, Superintendent of Administrative Services/Cemetery or Utility Superintendent is called to work non-scheduled overtime, he shall be paid at least four (4) hours call-out pay at time and one-half (1 1/2). Employees called back to work to take care of an emergency may be requested to work for the entire four (4) hour period. All other positions in this bargaining unit will be paid 8 hours per week "standby pay" and then "actual" pay at the rate of one and on-half (1 1/2) time their rate of pay for the actual overtime worked.

SECTION 7:

Employees may elect to accrue compensatory time off in lieu of cash overtime payment. Compensatory time off will be earned on a time and one-half (1-1/2) basis. The maximum hours of compensatory time shall be two-hundred forty (240) hours. When the maximum hours of compensatory time accrual is rendered, payment for overtime work shall be made. Upon termination of employment for any reason, an employee shall be paid for unused compensatory time, and vacation. All unused sick leave shall be paid per Article 22, Section 10, below:

1. The final regular rate received by the employee; or

SECTION 8: USE OF CITY VEHICLES

The Employer shall provide members of the bargaining unit, who may be required to be on twenty-four (24) hour call, with vehicles for business purposes, but such vehicles are to remain at city facilities when not in use.

SECTION 9:

No employee's work schedule will be altered to avoid payment of overtime.

SECTION 10:

With the exception of the Mechanic Superintendent, Supervisors will act in supervisory capacity only and will not perform work of routine nature, except in cases of emergency, in training new employees, or in assisting other employees in training for the next higher job classification. The Mechanics Superintendent will be asked to perform work of a routine nature. Supervisors will not perform work so as to replace regular workmen or operators. All work orders to any employee or employees shall be given by supervision.

**ARTICLE 19
HEALTH AND SAFETY**

SECTION 1:

A joint Union-Employee Health and Safety Committee shall be established for the City. The Union shall select one (1) member representative from each department to serve on the committee for that facility with one (1) non-member representative selected by the Appointing Authority for each facility. The committee will meet not more frequently than monthly at a mutually satisfactory time to consider health and safety matters relating to members at the facility and will submit all recommendations in writing to the Mayor or his designated Health and Safety representative.

The Union representative serving on the committee will receive his or her regular rate of pay for the time spent in the meetings if held during his or her regularly scheduled hours of employment on the day of the meeting.

Highlights of monthly meetings will be posted on bulletin boards by the union representative.

SECTION 2:

Adequate first-aid equipment and training shall be provided at appropriate locations. Members shall be informed by the Employer as to who will administer first-aid.

SECTION 3:

Members are responsible for reporting any unsafe conditions or practice and for properly using and caring for tools and equipment furnished by the Employer to the Union representative or the City Service Director, Safety Director, or Chief of Staff.

SECTION 4:

No member may be required to operate any unsafe equipment. If the Union believes the equipment to be unsafe and the employee is required to operate said equipment, the employee may file a protest which shall be heard by the City Service Director or Safety Director within 24 hours.

SECTION 5:

Non-qualified employees shall receive proper training prior to operating new equipment.

ARTICLE 20 INSURANCE

SECTION 1:

- A. The Employer agrees to pay for term life insurance with a face value of forty-thousand dollars (\$40,000.00) for each employee, at no cost to the employee. The Employer will select the carrier.

- B. **Medical Dental and Optical Insurance:** The City shall make available to full-time bargaining unit members and their eligible dependants substantially similar group health and hospitalization insurance, dental and vision and benefits as existed in the City's conventional insurance plan immediately prior to the signing of this Agreement, The City reserves the right to change or provide alternate insurance carriers, or to self insurance as it deems appropriate for any form or portion of insurance coverage referred to in this Article, so long as the new coverage and benefits are substantially similar to the conventional insurance which pre-dated this Agreement. The City shall pay 94% of the premium for full-time employees until such time as after all cost containment measures and use of MAX 105. When the cost of insurance increases 5% per year, each increase of 5% will result in a 1% decrease in the City contribution, and the resulting deficit will be contributed by the employees, The City may make available as an option a high-deductible plan in combination with a Health Savings Account (HSA) or Health Reimbursement Arrangement (HRA).

The city reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar to the conventional insurance coverage in effect immediately prior to the Agreement. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, and mandatory outpatient elective surgery for certain designated surgical procedures.

The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligations undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from and liability it may have to the City bargaining unit member or beneficiary or any bargaining unit member.

Any changes in benefits or coverage as a result of a change in insurance carriers or to self-insurance shall be reviewed by representatives of the bargaining unit to insure compliance with this Article.

- C. **INSURANCE BUY-OUT:** Any eligible employee, who opts not to be covered by the City's medical insurance, shall be compensated in the amount of \$4,000 per year, payable on or for the first payday in December of the year in which the employee opts not to be covered. An employee cannot receive an opt-out payment and still be covered under the City's insurance plans.

ARTICLE 21 MISCELLANEOUS

SECTION 1: SICK LEAVE EXCHANGE

An employee with more than five (5) years of City Service, who has more than four-hundred eighty (480) hours of accumulated sick leave, may exchange up to one-hundred twenty (120) hours of the excess sick leave to vacation leave each calendar year.

SECTION 2: BULLETIN BOARDS

The City will provide bulletin boards for Union use in each department.

SECTION 3: FOUL WEATHER AND SAFETY GEAR

Foul weather gear will be furnished to all employees required to work in inclement weather. Foul weather gear will consist of, but not limited to the following:

- Raincoat
- Rain Hat
- Rubber Boots/Safety Footwear
- Rubber Pants
- Gloves
- Other, as determined by the City Service Director

SECTION 4: CLOTHING ALLOWANCE

Employees shall receive a two hundred sixty five dollars (\$265.00) clothing allowance during each calendar year (January 1-December 31). Employees may provide the City with receipts for reimbursement at anytime during the calendar year. All reimbursements shall be paid by the second pay period after the employee provides receipts.

SECTION 5: TOOL ALLOWANCE

The City will provide all tools necessary to perform the maintenance work, except that mechanics, and maintenance personnel that are required to furnish their own tools, will supply and be responsible for their own tools. The mechanical superintendent will receive a five hundred dollar (\$500.00) per year (January 1-December 31) tool allowance, but must show receipts of tool purchase. Any specialty tools needed to maintain the city equipment will be furnished by the City. All reimbursements shall be paid by the second pay period after the employee provides receipts.

SECTION 6: EQUIPMENT

All equipment shall be given an annual inspection and repairs will be made when needed.

SECTION 7: PERSONAL BELONGINGS

The City shall reimburse a reasonable value for personal property worn by an employee if destroyed at any time while the employee is on duty. The above includes clothing, eye glasses and/or contact lenses, jewelry and watches. Reimbursement for jewelry and watches shall not exceed fifty dollars (\$50.00).

SECTION 8: WORK RULES

The Employer agrees that existing work rules and directives shall be reduced to writing and provided to all covered members. The Employer agrees that new or revised work rules and

directives shall be provided to the Union and, if requested by the Union, shall be discussed in a Labor/Management Meeting prior to implementation. Copies shall also be provided to members two (2) weeks in advance of their implementation. All work rules or directives must be applied and interpreted uniformly. Such rules and their application are subject to the grievance procedure.

SECTION 9: MEDICAL EXAMS

Each full-time employee may receive a complete medical physical each year as scheduled by the Employer, and the Employer shall assume the responsibility for the payment of such examination. If the employee is covered by a Hospitalization Plan that provides for annual exams, the employee must utilize that option, if requested by the Employer, with the Employer paying any applicable charges not covered by the insurance plan.

SECTION 10:

Upon termination of employment with more than five (5) years, but less than ten (10) years of service, the City shall pay, in cash, one-half (1/2) the value of all unused sick leave. Upon termination of employment with ten (10) or more years of service, the City shall pay, in cash, the value of all unused sick leave. The value shall be calculated as per Article 18, Section 7, Items 1.

SECTION 11:

The Mayor and Service Director shall provide the Union with job descriptions/specific sheets for each position in the bargaining unit. Modifications shall be by mutual written Memorandum of Understanding.

**ARTICLE 22
TRAVEL**

SECTION 1: OVERNIGHT STAYS

Current practices regarding authorization for overnight stays shall continue. Overnight stay shall not be considered as travel time or hours worked. However, an employee is required to spend two (2) or more consecutive days at a place other than his/her normal report-in location shall be granted travel time for one round trip.

SECTION 2: PERSONAL VEHICLE

If the City requires the employee to use his/her personal vehicle, the City shall reimburse the employee with a mileage allowance of no less than the current IRS mileage rate.

SECTION 3: TRAVEL EXPENSE

The City shall pay for all necessary lodging, travel expenses, meals, materials, etc., pursuant to the City's present policy for travel reimbursement.

**ARTICLE 23
LONGEVITY/SHIFT DIFFERENTIAL**

SECTION 1:

The following longevity pay shall apply to all employees:

Years of Service	Rates of Longevity
3 through 5 years	\$.20 per hour
6 through 7 years	\$.45 per hour
8 through 10 years	\$.75 per hour
11 through 15 years	\$1.15 per hour

At the start of the 16th year, an additional \$.20 per hour shall be added for each year thereafter.

SECTION 2: SHIFT DIFFERENTIAL

Shifts/Start Time	Differential Pay
4PM – 12:00 Midnight	\$.20 per hour
12:00 Midnight – 8AM	\$.25 per hour
Swing Shift	\$.25 per hour

**ARTICLE 24
PAY SUPPLEMENTS**

CERTIFICATIONS:

The City shall pay to renew certifications and continue to pay for personnel to take EPA tests up to three (3) times per category. Afterwards, employees will pay for and use their personal time or vacation to take tests.

The City agrees to pay three hundred dollars (\$300) annually for the Executive Assistant to maintain her notary license and perform notarizing duties for the Safety Service Director and Mayor.

**ARTICLE 25
WAGES**

SECTION 1:

The City shall provide a one percent (1%) across-the-board wage increase as of September 1, 2013 through August 31, 2014, for all bargaining unit members. The City shall provide a one percent (1%) across-the-board wage increase as of September 1, 2014 through August 31, 2015, for all bargaining unit members. The City shall provide a two percent (2%) across the board wage increase September 1, 2015 through August 31, 2016 for all bargaining unit members.

SECTION 2:

New hires, not currently employed by the City of Jackson, wage rate shall be 85% of the current rate of pay for years one (1), two (2) and three (3), [September 1, 2013, through August 31, 2016].

**ARTICLE 26
DURATION**

This Agreement shall become effective as of September 1, 2013, and shall continue in full force and effect until midnight, August 31, 2016. Commencement of negotiations for a new Agreement shall be no sooner than one hundred twenty (120) days, or no later than sixty (60) days prior to the expiration of the contract.

DATE SIGNED 8-14-13

8-7-13

FOR THE EMPLOYER:

FOR THE UNION:

William A. Steward
Randy B. Nease

Joe B.
Steve Riegel
Robin R. Paetker

**APPENDIX A
WAGE RATE EFFCTIVE**

JOB DESCRIPTION							
	9/1/13	1%	9/1/13	1%	9/1/14	2%	9/1/15
	CURRENT						
Electric Superintendent	\$28.93	0.29	\$29.22	0.29	\$29.51	0.59	\$30.10
Street & Alley/Garbage Superintendent	\$23.80	0.24	\$24.04	0.24	\$24.28	0.49	\$24.77
Utilities Billing Superintendent	\$23.80	0.24	\$24.04	0.24	\$24.28	0.49	\$24.77
Mechanical Superintendent	\$23.80	0.24	\$24.04	0.24	\$24.28	0.49	\$24.77
Water Distribution, Wastewater, and Stormwater Superintendent	\$26.20	0.26	\$26.46	0.26	\$26.72	0.53	\$27.25
Waste Water Plant Superintendent	\$26.80	0.27	\$27.07	0.27	\$27.34	0.55	\$27.89
Executive Assistant <small>(Superintendent of Administrative Services/Cemetery)</small>	\$23.80	0.24	\$24.04	0.24	\$24.28	0.49	\$24.77
Water Plant Superintendent	\$27.40	0.27	\$27.67	0.28	\$27.95	0.56	\$28.51
Director of Water and Waste Water *	This	position	is	currently	an	unfilled	position

*An additional \$5.00 per hour will be added when OEPA Class IV Wastewater Certification is attained, afterwards, raise will apply, per ordinance 152-06.

Sponsor: Brown/Smith

ORDINANCE NO. 53-13

AN ORDINANCE AUTHORIZING THE SERVICE AND SAFETY DIRECTOR OF THE CITY OF JACKSON AND OTHER REPRESENTATIVES OF THE CITY, AS NEEDED, TO ENTER INTO AN AMENDMENT TO THE AGREEMENT WITH THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES OAPSE / AFSCME LOCAL 4, AFL-CIO AND ITS LOCAL #410, THE BARGAINING UNIT FOR CERTAIN FULL AND PART-TIME EMPLOYEES OF THE CITY OF JACKSON, AND DECLARING AN EMERGENCY.

WHEREAS, the City has negotiated an agreement with the bargaining unit, hereinafter referred to as "the Union", resulting in a signed Contractual Agreement between the City and certain full and part-time employees of the City of Jackson; and

WHEREAS, the City of Jackson and the Union have found it necessary to amend the Contractual Agreement so as to amend Article 20 pertaining to the term life insurance benefit as set forth in the attachment hereto; and

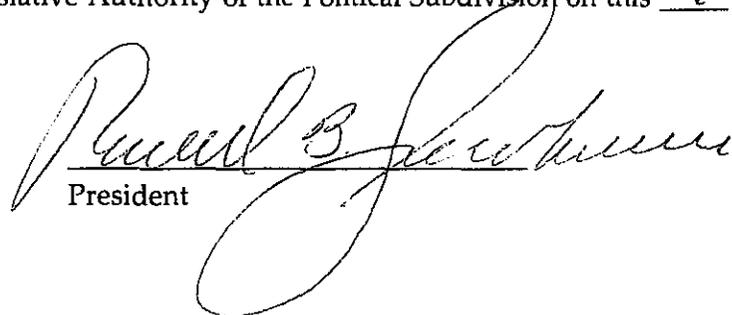
WHEREAS, amending the contract between the City and the Union is necessary to preserve the health, safety and welfare of the City and its citizens and for the further reason that the current contract extension is due to expire, this matter constitutes an emergency.

NOW, THEREFORE, BE IT RESOLVED BY THE LEGISLATIVE AUTHORITY OF THE CITY OF JACKSON THAT THE SERVICE AND SAFETY DIRECTOR OF THE CITY AND THOSE OTHER REPRESENTATIVES OF THE CITY ENGAGED IN THE NEGOTIATIONS ARE HEREBY AUTHORIZED TO AMEND THE CONTRACT WITH THE UNION, LOCAL 410, IN ACCORDANCE WITH THE TERMS ATTACHED HERETO AND DECLARING AN EMERGENCY.

In the event this Ordinance receives a majority vote for passage but fails to receive the required number of votes to pass as an emergency, then this Ordinance shall be deemed to have passed but with no emergency clause, and shall take effect at the earliest time permitted by law.

It is hereby found and determined that all formal acts of this council concerning and relating to adoption of this resolution were adopted in an open meeting of this council and that the deliberations of the council and any of its committees resulted in such formal action, were in meeting open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

PASSED AND ADOPTED by the Legislative Authority of the Political Subdivision on this 9 day of November 2013.



President

ATTEST:

Sherry Barr
Clerk of the Legislative Authority

Approved this 9th day of December, 2013.

Randy R. Head
Mayor

Memorandum of Understanding

The City of Jackson, Ohio, and OAPSE/AFSCME LOCAL 4/AFL-CIO, and its LOCAL #410, agree to the following changes in Article 20 – INSURANCE line of the 2013-2016 Contractual Agreement:

DELETE: ARTICLE 20, Section 1, Items A & B (from the 2013-2016 Agreement)

ADD: ARTICLE 20, Section 1, Items A & B (from the 2010-2013 Agreement)

Attached are copies of the changed items.

FOR THE UNION:

Steve Riegel
Robin R. Poettker

DATE: 12-10-13

FOR THE CITY:

William R. Sheward
Randy R. Hertz

DATE: 12-10-13

2013 - 2016 AGREEMENT

ARTICLE 20 INSURANCE

SECTION 1:

- A. The Employer agrees to pay for term life insurance with a face value of forty-thousand dollars (\$40,000.00) for each employee, at no cost to the employee. The Employer will select the carrier.
- B. Medical Dental and Optical Insurance: The City shall make available to full-time bargaining unit members and their eligible dependants substantially similar group health and hospitalization insurance, dental and vision and benefits as existed in the City's conventional insurance plan immediately prior to the signing of this Agreement, The City reserves the right to change or provide alternate insurance carriers, or to self insurance as it deems appropriate for any form or portion of insurance coverage referred to in this Article, so long as the new coverage and benefits are substantially similar to the conventional insurance which pre-dated this Agreement. The City shall pay 94% of the premium for full-time employees until such time as after all cost containment measures and use of MAX 105. When the cost of insurance increases 5% per year, each increase of 5% will result in a 1% decrease in the City contribution, and the resulting deficit will be contributed by the employees, The City may make available as an option a high-deductible plan in combination with a Health Savings Account (HSA) or Health Reimbursement Arrangement (HRA).

The city reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar to the conventional insurance coverage in effect immediately prior to the Agreement. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, and mandatory outpatient elective surgery for certain designated surgical procedures.

The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligations undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from and liability it may have to the City bargaining unit member or beneficiary or any bargaining unit member.

Any changes in benefits or coverage as a result of a change in insurance carriers or to self-insurance shall be reviewed by representatives of the bargaining unit to insure compliance with this Article.

- C. INSURANCE BUY-OUT: Any eligible employee, who opts not to be covered by the City's medical insurance, shall be compensated in the amount of \$4,000 per year, payable on or for the first payday in December of the year in which the employee opts not to be covered. An employee cannot receive an opt-out payment and still be covered under the City's insurance plans.

2010 - 2013 AGREEMENT

SECTION 4:

No member may be required to operate any unsafe equipment. If the Union believes the equipment to be unsafe and the employee is required to operate said equipment, the employee may file a protest which shall be heard by the City Service Director or Safety Director within 24 hours.

SECTION 5:

Non-qualified employees shall receive proper training prior to operating new equipment.

ARTICLE 20 INSURANCE

SECTION 1:

- A. The Employer agrees to pay for term life insurance with a face value of twenty-thousand dollars (\$20,000.00) for each employee, at no cost to the employee. The Employer will select the carrier.
- B. **MEDICAL, DENTAL, AND OPTICAL INSURANCE:** The City shall provide full coverage medical insurance to include Major Medical, Dental, prescription drug card and Optical insurance coverage provided at the signing of this agreement. The City will pay ninety-four percent (94%) and the employee shall pay six percent (6%) of the cost per family coverage and single coverage.
- C. **INSURANCE BUY-OUT:** Any eligible employee, who opts not to be covered by the City's medical insurance, shall be compensated in the amount of \$4,000 per year, payable on or for the first payday in December of the year in which the employee opts not to be covered. An employee cannot receive an opt-out payment and still be covered under the City's insurance plans.

ARTICLE 21 MISCELLANEOUS

SECTION 1: SICK LEAVE EXCHANGE

An employee with more than five (5) years of City Service, who has more than four-hundred eighty (480) hours of accumulated sick leave, may exchange up to one-hundred twenty (120) hours of the excess sick leave to vacation leave each calendar year.

SECTION 2: BULLETIN BOARDS

The City will provide bulletin boards for Union use in each department.

SECTION 3: FOUL WEATHER AND SAFETY GEAR

Foul weather gear will be furnished to all employees required to work in inclement weather. Foul weather gear will consist of, but not limited to the following:

Sponsor: Brown/Kitchen

ORDINANCE NO. 35-13

AN ORDINANCE AUTHORIZING THE SERVICE AND SAFETY DIRECTOR OF THE CITY OF JACKSON AND OTHER REPRESENTATIVES OF THE CITY, AS NEEDED, TO ENTER INTO AN AGREEMENT WITH THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES OAPSE / AFSCME LOCAL 4, AFL-CIO AND ITS LOCAL #410, THE BARGAINING UNIT FOR CERTAIN FULL AND PART-TIME EMPLOYEES OF THE CITY OF JACKSON, AND TO EXECUTE THE CONTRACT BETWEEN THE CITY AND BARGAINING UNIT AS REQUIRED AND DECLARING AN EMERGENCY.

WHEREAS, the City has engaged in negotiations with the bargaining unit, hereinafter referred to as "the Union", representing certain full and part-time employees of the City of Jackson as identified in the contract, a copy of which is attached hereto; and

WHEREAS, the City of Jackson and the Union have reached an agreement and both parties now desire to complete the contract process and to have said contract be approved and adopted as the contract between the City and the Union personnel; and

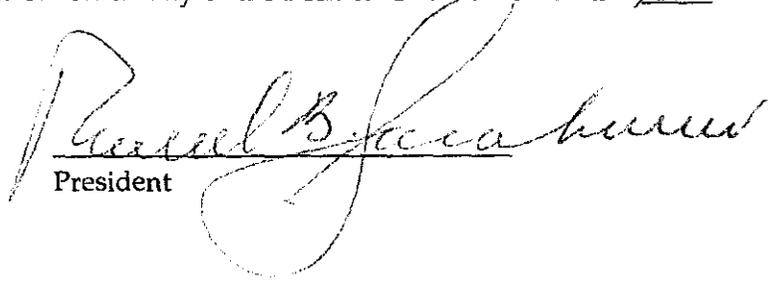
WHEREAS, finalizing the contract between the City and the Union is necessary to preserve the health, safety and welfare of the City and its citizens and for the further reason that the current contract extension is due to expire, this matter constitutes an emergency.

NOW, THEREFORE, BE IT RESOLVED BY THE LEGISLATIVE AUTHORITY OF THE CITY OF JACKSON THAT THE SERVICE AND SAFETY DIRECTOR OF THE CITY AND THOSE OTHER REPRESENTATIVES OF THE CITY ENGAGED IN THE NEGOTIATIONS ARE HEREBY AUTHORIZED TO EXECUTE THE CONTRACT WITH THE UNION, LOCAL 410, AS ATTACHED HERETO AND DECLARING AN EMERGENCY.

In the event this Ordinance receives a majority vote for passage but fails to receive the required number of votes to pass as an emergency, then this Ordinance shall be deemed to have passed but with no emergency clause, and shall take effect at the earliest time permitted by law.

It is hereby found and determined that all formal acts of this council concerning and relating to adoption of this resolution were adopted in an open meeting of this council and that the deliberations of the council and any of its committees resulted in such formal action, were in meeting open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

PASSED AND ADOPTED by the Legislative Authority of the Political Subdivision on this 12th day of Aug., 2013.


President

ATTEST:

Jean Brown

Clerk of the Legislative Authority

Approved this 12th day of Aug., 2013.

Randy R. Heath
Mayor