

Sponsor:

Brown/Elliott

ORDINANCE NO. 42-13

AN ORDINANCE AUTHORIZING THE MAYOR AND 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 AFSCME / AFL-CIO LOCAL #3619, THE BARGAINING UNIT, FOR CERTAIN 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 employees of the City of Jackson as identified in the synopsis of the contract, that when read in conjunction with the current contract shall embody the full understanding of the parties, 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

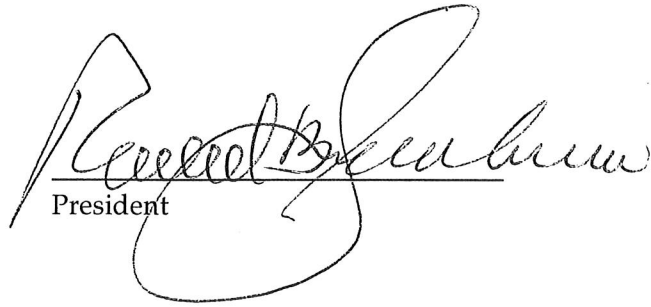
WHEREAS, finalizing the contract between the City and the Union is necessary to preserve the health, safety and welfare of the City and its citizens and for the further reason that the current contract extension is due to expire, this matter constitutes an emergency.

NOW, THEREFORE, BE IT RESOLVED BY THE LEGISLATIVE AUTHORITY OF THE CITY OF JACKSON THAT THE MAYOR AND 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 3619, A SYNOPSIS OF ALL CHANGES TO THE CURRENT CONTRACT, THAT WHEN INCLUDED IN THE CURRENT CONTRACT SHALL EMBODY THE FULL AGREEMENT OF THE PARTIES, IS 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 25th day of November, 2013.


President

ATTEST:


Clerk of the Legislative Authority

Approved this 25th day of November, 2013.


Mayor

SYNOPSIS OF AGREEMENT

CITY OF JACKSON – LOCAL 3619

- Article 1 Current Contract Language
- Article 2 Current Contract Language
- Article 3 Current Contract Language
- Article 4 Current Contract Language
- Article 5 Current Contract Language
- Article 6 Current Contract Language
- Article 7 Sections 1-8 - Current Contract Language

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 Current Contract Language
- Article 9 Current Contract Language
- Article 10 Current Contract Language

Article 11

SECTION 1. Master Seniority shall be defined as the length of continuous service of full-time City employees, covered by this agreement, with the City. Seniority shall be measured in calendar days of employment with the City beginning with the employee's first day of employment. Part-time City employees shall have no seniority until they accept a full-time position. **Once they have completed their probationary period, their seniority shall be prorated on a formula of days worked as part-time to a full-time forty (40) hour week.**

SECTION 2. Department Seniority shall be defined as the length of continuous service of full-time City employees covered by this Agreement within the department beginning with the employee's first day of employment.

Article 18 – Sections 13 – 16 Current Contract Language

Article 19 – Sections 1 – 10 Current Contract Language

~~SECTION 12 11. STAND-BY PAY: Where a department requires that an employee be on standby status, such status shall be for seven (7) calendar days. Standby will begin each Thursday at the start of normal first shift hours and will end the following Thursday at the start of normal first shift hours. Employees shall be compensated for standby status at a rate of eight (8) hours per week at regular pay while on standby or 8 hours compensatory time. Employees will receive overtime at the time and one and one half (1 1/2) overtime pay rate. Employees will receive a minimum of 1 4 hours at 1 1/2 rate for each call-out. Employees who are on call and are required to work beyond the end of their normal shift shall be paid a minimum of one (1) hour overtime.~~

~~Standby duty will be rotated among all eligible employees in the work unit.~~

Article 19 – Sections 12 & 13 Current Contract Language

SECTION 14.

- A. All employees are required to work overtime to accomplish the work for the City of Jackson when emergency issues arise, and call-outs are required to accomplish the work being done.**
- B. No employee will be required to work more than sixteen (16) hours continuously unless:**
 - 1. An emergency situation or natural disaster exists; and/or**
 - 2. The work will be completed within a short time beyond the sixteen (16) hour period.**
- C. The junior Bargaining Unit member qualified to perform the work shall be required to work the overtime when all other senior Bargaining Unit members have declined to work the overtime.**

Article 20 – Sections 1 – 4 Current Contract Language

SECTION 5. If an employee cannot be contacted, he shall not be charged with the overtime hours offered.

Article 20 – Sections 6 & 7 Current Contract Language

<u>Class I – within 24 months w/ Lab</u>	\$18.99
<u>Class II – within 48 months w/ Lab</u>	\$20.19

Plant Repairman

<u>Entry Level + Lab License</u>	\$18.53
<u>Class I – within 24 months w/ Lab</u>	\$19.13
<u>Class II – within 48 months w/ Lab</u>	\$20.33

Maintenance

<u>Entry Level + Lab License</u>	\$17.87
<u>Class I – within 24 months w/ Lab</u>	\$18.47

WATER DISTRIBUTION AND SEWER COLLECTIONS

Working Foreman

<u>Entry Level</u>	\$18.89
<u>Class I WD or SC – within 36 months</u>	\$19.49
<u>Class I WD or SC – within 48 months</u>	\$20.09

Skilled Laborer

<u>Entry Level</u>	\$17.79
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Relief WTP OP/Skilled Laborer

<u>Entry Level + Lab</u>	\$18.39
<u>Class I – within 36 months w/ Lab</u>	\$18.99
<u>Class II – within 60 months w/ Lab</u>	\$19.59

WASTEWATER DEPARTMENT

Chief Plant Operator

<u>Class II</u>	\$23.73
<u>Class III – within 60 months + Lab</u>	\$24.93

Process Control

<u>Class II</u>	\$20.19
<u>Class II – within 60 months + Lab</u>	\$21.39

Plant Operator

<u>Entry Level</u>	\$17.79
<u>Class I - within 24 months + Lab 1</u>	\$18.99
<u>Class II – within 48 months + Lab 1</u>	\$20.19

(1st) year, second (2nd) year, and third (3rd) year of the Agreement, Effective September 1, 2013 after serving six (6) months of work in their position they shall be moved to 90% of the rate, at the completion of another six (6) months in their position they shall be moved to 95% of the rate for the position and after another six (6) months of work in their position they shall be moved to 100% of the rate for their position in Appendix B.

SECTION 3: The two (2) employees who were hired on February 2, 2011 and May 9, 2011 will go to 100% of the current rate of pay for their position as of August 31, 2013.

SECTION 4: The employees who were hired March 6, 2012 will go to 100% of the current rate of pay for their position as of September 6, 2013.

SECTION 5: The employees who were hired on April 12, 2012 will go to 100% of the current rate of pay for their position as of October 12, 2013.

SECTION 6: The employees who were hired on May 24, 2012 will go to 100% of the current rate of pay for their position as of November 24, 2013.

SECTION 7: The employees who were hired on May 6, 2013 will go to 90% of the current rate of pay for their position as of November 6, 2013. Then the employees will go to 95% of the current rate of pay for their position as of May 6, 2014. Then these employees will go to 100% of the current rate of pay for their position as of November 6, 2014.

Article 28 Current Contract Language

Article 29

SECTION 1. The Agreement constitutes the entire contract between the City and the Union and settles all demands and issues with respect to all matters subject to Collective Bargaining. Therefore, the City and the Union, for the duration of this Agreement, waive the right, and each agrees that the other shall not be obligated to bargaining collectively with respect to any subject or matter which is specifically referred to herein. All past practices are specifically deleted unless addressed herein, and further shall have no impact upon the terms and interpretations of this Agreement.

APPENDIX B: WAGES

City Hall

TITLE	CURRENT	9/1/13	9/1/14	9/1/15	9/1/13	9/1/14	9/1/15	9/1/13	9/1/14	9/1/15	3/1/14	9/1/14	3/1/15
		1%	1%	2%	85%	90%	95%	100%					
Administrative Assistant	17.79	17.97	18.15	18.51	15.27	16.17	17.24	18.15					
Administrative Secretary	17.79	17.97	18.15	18.51	15.27	16.17	17.24	18.15					
Janitor	17.93	18.11	18.29	18.66	15.39	16.30	17.38	18.29					
Facility Maintenance Man	17.93	18.11	18.29	18.66	15.39	16.30	17.38	18.29					
Probationary Clerk	13.85	13.99	14.13	14.41	11.89	12.59	13.42	14.13					

Auditor's Office

TITLE	CURRENT	9/1/13	9/1/14	9/1/15	9/1/13	9/1/14	9/1/15	9/1/13	9/1/14	9/1/15	3/1/14	9/1/14	3/1/15
		1%	1%	2%	85%	90%	95%	100%					
Deputy Auditor	21.93	22.15	22.37	22.82	18.83	19.94	21.25	22.37					
Assistant Deputy Auditor	20.19	20.39	20.60	21.01	17.33	18.35	19.57	20.60					
Accounting Clerk I	17.79	17.97	18.15	18.51	15.27	16.17	17.24	18.15					

Electric Department

TITLE	CURRENT	9/1/13	9/1/14	9/1/15	9/1/13	9/1/14	9/1/15	9/1/14	9/1/15	3/1/15
		1%	1%	2%	85%	90%	95%	100%		
Working Foreman										
Lineman A Class	28.02	28.30	28.58	29.15	24.06	25.47	27.15	28.58		
Lineman B Class	24.03	24.27	24.51	25.00	20.63	21.84	23.29	24.51		
Lineman C Class	23.22	23.45	23.69	24.16	19.93	21.11	22.50	23.69		
Lineman D Class	19.85	20.05	20.25	20.66	17.04	18.05	19.24	20.25		
Tree Trimmer/ Lineman Helper Foreman	20.99	21.20	21.41	21.84	18.02	19.08	20.34	21.84		
Tree Trimmer/ Lineman Helper	19.85	20.05	20.25	20.66	17.04	18.05	19.24	20.25		

Recreation

TITLE	CURRENT	9/1/13	9/1/14	9/1/15	9/1/13	9/1/14	9/1/15	9/1/14	9/1/15	3/1/15
		1%	1%	2%	85%	90%	95%	100%		
Laborer	16.26	16.42	16.58	16.91	13.96	14.78	15.75	16.58		

Maintenance Garage

TITLE	CURRENT	9/1/13	9/1/14	9/1/15	9/1/13	3/1/14	9/1/14	3/1/15
		1%	1%	2%	85%	90%	95%	100%
Mechanic	17.93	18.11	18.29	18.66	15.39	16.30	17.38	18.29

Cemetery

Title	Current	9/1/13	9/1/14	9/1/15	9/1/13	3/1/14	9/1/14	3/1/15
		1%	1%	2%	85%	90%	95%	100%
Working Foreman	18.89	19.08	19.27	19.66	16.22	17.17	18.31	19.27
Skilled Laborer	17.79	17.97	18.15	18.51	15.27	16.17	17.24	18.15
Laborer	16.80	16.97	17.14	17.48	14.42	15.27	16.28	17.14

Following is the reduced entry level hourly rate for each classification, which works as follows:

Entry Level

85%

However, current employees shall not be affected by this change in entry level wages.

Water Plant Department

Title		Current	New Wage	9/1/2013	9/1/2014	9/1/2015	9/1/2013	9/1/2014	9/1/2015	3/1/2015	
Chief Plant Operator		20.73		23.73	23.97	24.21	24.69	20.37	21.57	23.00	24.21
Class II + Lab License				24.93	25.18	25.43	25.94	21.40	22.66	24.16	25.43
Plant Operator and Flex Plant Operator		17.79									
Entry Level + Lab License				17.79	17.97	18.15	18.51	15.27	16.17	17.24	18.15
Class I - within 24 months w/Lab				18.99	19.18	19.37	19.76	16.30	17.26	18.40	19.37
Class II - within 48 months w/Lab				20.33	20.53	20.74	21.15	17.45	18.48	19.70	20.74
Plant Repairman		17.93									
Entry Level + Lab License				17.93	18.11	18.29	18.66	15.39	16.30	17.38	18.29
Class I - within 24 months w/Lab				19.13	19.32	19.51	19.90	16.42	17.39	18.54	19.51
Class II - within 48 months w/Lab				20.33	20.53	20.74	21.15	17.45	18.48	19.70	20.74
Maintenance		17.27									
Entry Level + Lab License				17.87	18.05	18.23	18.59	15.34	16.24	17.32	18.23
Class I - within 24 months w/Lab				18.47	18.65	18.84	19.22	15.86	16.79	17.90	18.84

Water Distribution/Sewer Collection Department

Title		Current New Wage 9/1/2013 9/1/2014 9/1/2015 9/1/2013 9/1/2014 9/1/2015 3/1/2015									
Working Foreman		18.89									
Entry Level			18.89	19.08	19.27	19.66	16.22	17.17	18.31	19.27	
Class I WD or SC within 36 months			19.49	19.68	19.88	20.28	16.73	17.72	18.89	19.88	
Class I WD and SC within 60 months			20.09	20.29	20.49	20.90	17.25	18.26	19.47	20.49	
Skilled Laborer		17.79									
Entry Level			17.79	17.97	18.15	18.51	15.27	16.17	17.24	18.15	
Relief WTP OP/Skilled Laborer		17.79									
Entry Level + Lab			18.39	18.57	18.76	19.13	15.79	16.72	17.82	18.76	
Class I - within 36 months w/ Lab			18.99	19.18	19.37	19.76	16.30	17.26	18.40	19.37	
Class II - within 60 months w/ Lab			19.59	19.79	19.98	20.38	16.82	17.81	18.98	19.98	