

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

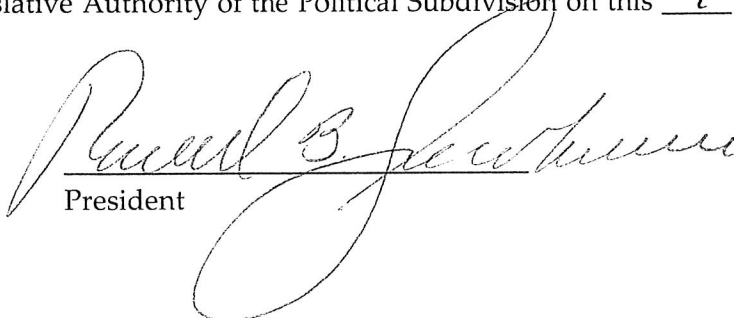
WHEREAS, amending the contract between the City and the Union is necessary to preserve the health, safety and welfare of the City and its citizens and for the further reason that the current contract extension is due to expire, this matter constitutes an emergency.

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 March 2013.


President

ATTEST:

Sherry Barr
Clerk of the Legislative Authority

Approved this 9th day of December, 2013.

Randy B. 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 Rugh
Robin R. Paetker

DATE: 12-4-13

FOR THE CITY:

William R. Sheward
Randy R. Hunt

DATE: 12-4-13

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: