

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ASHLAND, OHIO, TO ENTER INTO A CONTRACT WITH OHIO COUNCIL 8 – AFSCME; AND DECLARING AN EMERGENCY.

WHEREAS, Council and the Administration have conducted negotiations according to R. C. 4117.14 with the Ohio Council 8 – AFSCME, as the bargaining representative for certain employees of the City of Ashland; and

WHEREAS, such negotiations have provided an agreement between the parties; and

WHEREAS, Council and the Administration have reviewed such proposal and do desire to ratify and adopt such Agreement:

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Ashland, County of Ashland, State of Ohio, 5 members thereto concurring:

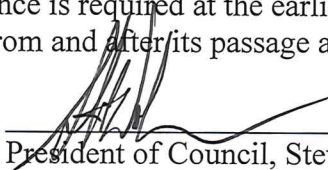
Section 1. That the Mayor be and he hereby is authorized and directed to enter into an agreement with the Ohio Council 8 – AFSCME, for certain employees of the City of Ashland, a copy of which agreement is attached hereto and made a part hereof as though fully rewritten herein, marked “Exhibit A”.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were passed in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such actions were in meetings open to the public and in compliance with all legal requirements.

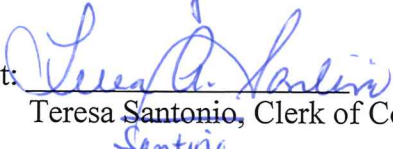
Section 3. That any and all ordinances in conflict with the express provisions of this Agreement are superceded by this Agreement.

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the City of Ashland, Ohio. Such necessity exists by reason of the fact that in order to facilitate payment of compensation to certain employees of the City, the foregoing Ordinance is required at the earliest possible time; wherefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor.

Passed: 5 July, 2022



President of Council, Steve Workman


Attest: 

Teresa Santonio, Clerk of Council

Approved: 

Mayor, Matt Miller

Approved as to form and correctness:



Director of Law, Richard P. Wolfe II

Date: 5 July, 2022

SUMMARY OF NEGOTIATIONS BETWEEN
CITY OF ASHLAND
AND
AFSCME OHIO COUNCIL 8, AND LOCAL 2313

The following constitutes the following agreements between the parties in the 2022 negotiations:

ARTICLE 4 RECOGNITION

4.01 Add title of "Service Technician" in the "Included" portion of the bargaining unit.

ARTICLE 16 PROBATIONARY PERIOD

16.01 Delete first line only and replace with: The probationary period for all newly hired employees shall be six (6) calendar months.

16.03 (NEW) Any newly hired employee will receive an advance of sixty (60) hours of paid sick leave for use during the probationary period provided that the time the sick leave is used it will be supplemented with a doctor's notice. The probationary employee will not accrue sick leave during the probationary period. The employee will start to accrue sick leave only upon completion of the probationary period.

ARTICLE 21 TEMPORARY TRANSFERS

21.03 Retain same/current language but increase the stipend from \$0.60 to \$1.00 more per hour.

ARTICLE 23 CALL BACK PAY

23.01 Increase the minimum call-back pay from 2 hours to 3 hours pay.

ARTICLE 25 OVERTIME COMPENSATION AND EQUALIZATION

25.02 (2 and 3) Delete and replace as follows:

(2) Employee who work overtime may, as an alternative to payment for such time, elect to accumulate the time not to exceed eight (80) hours, to be taken at a later date as compensatory time. Any overtime worked when an employee has reached the maximum accrual rate shall be paid.

- (3) Requests for compensatory time must be submitted in writing 48 hours in advance of the anticipated and requested time off. Such requests shall be given reasonable consideration. All compensatory time off requests shall be subject to the operational needs of the facility/department. In the event a request is denied based upon operational needs the employee may have the requested (but denied) time off converted to cash payment at the employee's regular rate of pay, have the compensatory time bank reduced or retain such time in the compensatory time bank.

25.17 City agrees to delete the language "on call employees, are not included in this provision."

Further add: "consecutive days worked are not interrupted by a change in the pay period."

25.18 Increase stipend of call out crew from weekly stipend of \$100.00 to \$125.00.

ARTICLE 26 HOLIDAYS

26.01 Add Juneteenth Day and Columbus Day as contractual holidays. Change two (2) personal days to four (4) personal days). The perfect attendance days (up to 2 days per year for non-use of sick leave will be deleted from CBA).

26.02 Add only New Year's Day to list of premium paid holidays along with Christmas Day.

26.06 (NEW) Employees assigned by the Employer to a four-day ten-hour schedule shall receive eight (8) hours of holiday pay regardless of whether they work the holiday.

26.07 (NEW) An employee on vacation or scheduled sick leave during a holiday will not be charged vacation or sick leave for the holiday.

26.08 (NEW) Personal days shall be requested in writing and when possible and normally shall be made 48 hours in advance of the date(s) requested for use unless the use is for an emergency situation. Personal days shall not be unreasonable denied.

ARTICLE 27 VACATIONS

27.02 Modify accrual schedule as follows:

After one (1) year	2 weeks (80 hours)
After five (5) years	3 weeks (120 hours)
After thirteen (13) years	4 weeks (160 hours)
After twenty (20) years	5 weeks (200 hours)
After twenty-six (26) years	5 weeks-1 day (208 hours)

After twenty-seven (27) years	5 weeks-2 days (216 hours)
After twenty-eight (28) years	5 weeks-3 days (224 hours)
After twenty-nine (29) years	5 weeks-4 days (232 hours)
After thirty (30) years	6 weeks (240 hours)

Vacation shall be taken only at times agreed by the Employer and employee. Requests made less than 10-days prior to the commencement of vacation leave shall be considered by the Employer but need not be approved due to staffing or only other reason. Time off days immediately prior to, during or after a vacation shall be considered and reported as part of the vacation leave.

ARTICLE 28 SICK LEAVE

28.08 Modify to read “Parents in an emergency situation with the approval of the Department Director.”

28.09 Increase sick leave conversion rate (“buy back”) to read a cash payment of one-third (1/3) of the total number of accumulated but unused sick hours earned by the employee, as certified by the Finance Director, providing such resulting number of hours to be paid shall not exceed eight hundred (800) hours.

28.10 Delete this perfect attendance provision - employees received 2 additional personal days.

ARTICLE 31 FUNERAL LEAVE

31.01 Delete last sentence and include aunt, uncle, niece or nephew in the 3-day funeral leave provision.

ARTICLE 33 WAGES

33.01 Employees will receive wage increases of 4% effective June 1, 2022; 3% effective June 1, 2023; and 3% effective June 1, 2024.

33.02 Delete this provision.

ARTICLE 34 INSURANCE

34.01 Replace with: The Employer shall offer comprehensive health care to all eligible employees and their dependents. All full-time and employees with a workweek of thirty (30) hours shall be eligible for health benefits. Eligible employees shall receive the same plan and premiums as Ordinance employees.

ARTICLE 39 TOOL ALLOWANCE

39.01 Increase mechanics tool allowance from fifteen dollars (\$15.00) per pay to twenty-five dollars (\$25.00) per pay.

ARTICLE 40 UNIFORMS

40.02 Current language except include language that meter readers may be reimbursed for “department approved footwear” (instead of “boots.”)

ARTICLE ____ (NEW) UNION ORIENTATION

____.01 Employer accepts Union proposal for 30 minutes for newly hire employee to meet with the Union President or designee.

ARTICLE 59 DURATION

59.01 The City agrees to a June 1, 2022 through May 31, 2025 Contract period.