

ORDINANCE NO. 24 -05

By: Helen Mac Murray

An Ordinance to grant additional severance benefits to three grounds maintenance employees upon lay off effective as of March 9, 2005, to approve a memorandum of understanding between the City and Ohio Council 8 and Local 3838 of the American Federation of State, County and Municipal Employees, AFL-CIO regarding such lay offs and related matters, and to declare an emergency.

WHEREAS, the City of Bexley, Ohio has determined that it will lay off three (3) employees of the City's Public Service Department occupying the position of Grounds Maintenance Worker, effective March 9, 2005; and

WHEREAS, the City has negotiated with Ohio Council 8 and Local 3838 of the American Federation of State, County and Municipal Employees, AFL-CIO (the "Union") concerning the impact the lay off will have on the bargaining unit embracing the employees to be laid off and has entered into a Memorandum of Understanding with the Union regarding such lay offs and related matters in the form attached to this Ordinance (the "Memorandum of Understanding");

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO;

Section 1. That consistent with the understanding reached by the City and Local 3838 of the American Federation of State, County and Municipal Employees, AFL-CIO, the City will provide the laid off employees with the following benefits:

- A. For employees who are eligible to cash out accrued sick leave under the terms of the Service Department collective bargaining agreement, cash-out of accrued, unused sick leave of each of the laid off employees in the amount and manner specified by the collective bargaining agreement covering the employees' bargaining unit.
- B. Provision of the insurance contribution necessary, under COBRA, to continue, for a period of one (1) month following lay off, the group health insurance coverage of each of the laid-off employees' who was receiving the City's group health insurance coverage benefit at the time of lay off. Notwithstanding the foregoing, the City will terminate the provision of the insurance contribution of any of the laid-off employees upon his or her commencement of other employment pursuant to which the employee is eligible for health insurance coverage.
- C. Provision to each of the laid off employees compensation equivalent to one (1) month of the employee's wages, as if for regularly scheduled work at the employee's regular straight time pay rate.

Section 2. That the Memorandum of Understanding is hereby approved on behalf of the City.

Section 3. That this Ordinance is an emergency measure necessary for the preservation of the public health, safety or welfare, said emergency being the necessity of establishing additional severance benefits prior to the effective date of the affected employees' termination of employment, and shall be effective upon passage and signature by the Mayor.

Passed: March 8, 2005

John B. Polyz  
President of Council

Attest: [Signature]  
Clerk of Council

Approved: 3/9, 2005

[Signature]  
David H. Madison, Mayor

3.08.05 First Reading.  
Three reading rule  
Suspended. Passed

## MEMORANDUM OF UNDERSTANDING

This agreement is entered into between the City of Bexley, Ohio (the City) and Ohio Council 8 and Local 3838 of the American Federation of State, County and Municipal Employees, AFL-CIO (the Union), a labor union representing a bargaining unit of employees working in the City's Public Service Department.

1. The City has determined that it will abolish the Grounds Maintenance Worker classification, and lay off three (3) employees of the City's Public Service Department occupying Grounds Maintenance Worker positions, effective March 9, 2005.
2. The parties acknowledge that the City has adhered to the procedural requirements governing the aforementioned abolishment and lay off, including but not limited to those set forth in Article 13 of the parties' collective bargaining agreement.
3. The parties agree that bargaining unit employees will exercise bumping rights, if any, in accordance with the provisions set forth in Article 13 of the parties' collective bargaining agreement. In addition, the parties agree that the City will rely on the Union to supply names of employees, if any, who will exercise or be displaced by the exercise of bumping rights in connection with the abolishment and layoff addressed in this Memorandum of Understanding.
4. Notwithstanding Article 15 of the parties' collective bargaining agreement, the Pay Plans appended to the collective bargaining agreement, and any other part of the collective bargaining agreement executed by the aforementioned parties, effective March 9, 2005, the collective bargaining agreement will be amended to adopt the following salary for the Custodian classification for the remainder of the term of that agreement:  
  
Step 1 -10.75  
Step 2 -13.88  
Step 3 -16.25
5. The parties' acknowledge and agree that the position of Jeffrey Mansion Building Maintenance/Custodian will be reclassified as a Custodian position, effective March 9, 2005.
6. The parties' acknowledge and agree that the position which Service Department employee Dale Killian will vacate (by resignation) will remain a supervisory position outside the bargaining unit, although the classification and job description will be changed.
7. *RECALL RIGHTS FOR LAY OFF EMPLOYEES SHALL EXTEND FOR THREE (3) YEARS.*

*DBS  
OK ABW  
2/24/05*

8. This Memorandum of Understanding supersedes any inconsistent contract provision that may exist in the parties' existing collective bargaining agreement.

FOR THE UNION:

Andy Barbare 2/24/05  
Date

Stephen E. Wolfe 2/24/05

Art & Al 2/24/05

FOR THE CITY:

[Signature] 2/24/05  
Date