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40025

AGREEMENT BETWEEN THE

CITY OF CAMPBELL, OHIO

AND THE

**AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, LOCAL 759 AND OHIO COUNCIL 8**

SERB CASE NO. 2020-MED-09-0895

Effective January 1, 2021

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TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
Preamble	1
Article 1 Intent of Contract	1
Article 2 Recognition	1
Article 3 Management Rights	2
Article 4 Hours of Work	2
Article 5 Supervisory Work	3
Article 6 Work Rules	4
Article 7 Separability and Legality	4
Article 8 Union Dues/Fees Deduction	4
Article 9 Seniority	5
Article 10 Reduction in Force	6
Article 11 Recall from Layoff	7
Article 12 Grievance Procedure	8
Article 13 Disciplinary Procedures	10
Article 14 Vacation Schedule and Pay	11
Article 15 Sick Leave	12
Article 16 Vacation Buy-Back	14
Article 17 Attendance Incentive Program	14
Article 18 Holidays – Pay – Holidays Declared	15
Article 19 Uniforms – Uniform Allowance	16
Article 20 Funeral Leave	16
Article 21 Life Insurance	16
Article 22 Health Benefits	16
Article 23 Injury On Duty Pay	17
Article 24 Safety and Health	18
Article 25 Longevity Pay Plan	19
Article 26 Shift Differential	19
Article 27 Subcontracting	19
Article 28 Probationary Period	19
Article 29 Wages	20
Article 30 Drug and Alcohol Policy	20
Article 31 Vacancies, Promotions, and Transfers	20
Article 32 Call-In Pay	21
Article 33 License Pay	21
Article 34 Non-Discrimination	23
Article 35 Miscellaneous Provisions	23
Article 36 Bargaining Unit Application of Civil Service Law	24
Article 37 Substitution of Time (Shift Trades)	24
Article 38 Union Representation	25
Article 39 Union Leave	25
Article 40 Labor Management Meetings	25
Article 41 Termination and Renegotiations	26
Signature Page	27

Appendix A Wages	28
Appendix B Drug and Alcohol Policy	30
Side Letter Contact Hours.....	35
Side Letter Safety-Sensitive Positions	35
Side Letter Drug Testing.....	35
Side Letter Temporary Hires	35
Side Letter – Sick Leave Conversion in Event of Sale or Transfer of Water Treatment Plan	35
Memorandum of Understanding Janus Decision/Fair Share Fee Arrangements	36
Memorandum of Understanding Prior Base Hourly Wage Rates Paid Since January 1, 2017	
.....	36
Memorandum of Understanding Equity Adjustments	36
Memorandum of Understanding Between City of Campbell and AFSCME Local 759 Re:	
Temporary Backhoe Operator Rate	37
Memorandum of Understanding Pension Pick-Up.....	38
Memorandum of Understanding Me-Too Agreement	38

PREAMBLE

This contract entered into by the City of Campbell, Ohio, hereinafter referred to as the “Employer,” and the American Federation of State, County, and Municipal Employees (AFSCME), Local 759, and Ohio Council 8, hereinafter referred to as the “Union,” has as its purpose the promotion of harmonious relations between the Employer and the Union, and the establishment of an equitable and peaceful procedure for resolving of differences.

ARTICLE 1
INTENT OF CONTRACT

It is the intent and purpose of the parties hereto to set forth herein the basic understanding covering wages, salary, fringe benefits, hours of work and other conditions of employment to be observed between the parties hereto, and to provide a procedure for prompt and equitable adjustment of alleged grievances.

ARTICLE 2
RECOGNITION

Section 2.1. Employer hereby agrees, and does hereby recognize AFSCME, Local 759, Ohio Council 8, hereinafter referred to as the “Union,” its designated agents or representatives, as the sole and exclusive bargaining agent for all Campbell, Ohio, city employees listed below:

Included: Operator; Operator I; Operator II; Operator III; Chemist/Operator; Utility Laborer/Meter Reader; Utility Laborer/Truck Driver; Account Utility Clerk; Janitor; Mechanic; Equipment Operator; Foreman; Plant Maintenance Man; Utility Laborer.

Excluded: Supervisors in Water & Street; Secretaries to the Mayor and Law Director; all other Management Level, Confidential, and Professional Employees; Students; Seasonal and Casual Employees.

Section 2.2. In the event the Employer, during the term of the agreement, establishes a new classification(s), the Employer shall give the Union a written notice of said classification(s). The Employer, upon written request from the Union, will meet with the representative of the affected bargaining unit(s) for the purpose of discussing whether such classification(s) shall be included in or excluded from the bargaining unit(s). In the event the parties are unable to agree, the question may be submitted by either or both parties to the State Employment Relations Board (SERB), whose determination shall be final and binding on the parties.

Section 2.3. If a new classification is determined either voluntarily by the parties or by SERB to be within the bargaining unit, the parties shall meet to discuss the appropriate wage rate for the position. If the parties are unable to reach agreement, the Union shall have the right, to file a notice to negotiate concerning the initial wage rate/schedule established by the Employer. If negotiations are initiated and the parties are unable to reach agreement, the issue may proceed for negotiations in accordance with R.C. 4117.

ARTICLE 3
MANAGEMENT RIGHTS

Section 3.1. The Employer retains the exclusive rights to manage and direct its working force. In the exercise of this right, the Employer shall observe the provisions of this Agreement as well as the provisions of applicable legislation, specifically Ohio Revised Code Sections 4117.08 (C) (1) through (C) (9), and Ohio Revised Code Section 4117.10. The rights to manage and direct the working force include, but are not limited to, the authority of the City, and at its sole and exclusive discretion and judgment to:

- a. determine matters of inherent managerial policy which govern the function and programs of the City, standards of services, its overall budget, utilization of technology, and its organizational structure;
- b. direct, supervise, evaluate, or hire employees;
- c. maintain and improve the efficiency and effectiveness of its governmental operations;
- d. determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- e. suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- f. determine the adequacy of the work force;
- g. determine the overall mission of the City as a unit of government;
- h. effectively manage the work force;
- i. take actions to carry out the mission of the City as a governmental unit.

Section 3.2. Failure of the Employer to exercise rights herein reserved to it or an exercise of them in a particular way shall not be deemed a waiver of said right or of the City's right to exercise said rights in some other manner.

ARTICLE 4
HOURS OF WORK

Section 4.1. Normal Hours. The normal hours of work each day shall be consecutive. Each work shift shall have a regular starting and quitting time as determined by the departmental "work rules."

Section 4.2. A normal work week shall consist of five (5) consecutive, eight (8) hour days, or that number of scheduled hours over eight (8) per day as agreed to by the parties, including one-half (1/2) hour lunch period within the confines of a calendar week, except for employees engaged in a continuous operation, the work week shall be established as five (5)

consecutive, eight (8) hour days, or that number of scheduled hours over eight (8) per day as agreed to by the parties, including one-half (1/2) hour lunch period with two (2) consecutive days off. Continuous operation shall be defined as any operation in which an employee or group of employees are in operation for which there is regular scheduled employment, for twenty-four (24) hours, seven (7) days each week.

For employees working in the Municipal Building, the normal work week, because of the exclusive nature of the Municipal Building's hours of operation, shall be governed by ordinance.

Section 4.3. The regular, normal work day, except for those employees working in the Municipal Building, shall consist of eight (8) consecutive hours of work, or that greater number of scheduled hours over eight (8) per day as agreed by the parties, including one-half (1/2) hour paid lunch period.

Section 4.4. All hours paid in excess of the normal scheduled work day and normal scheduled work week shall be defined as overtime work in the Street Department. Overtime compensation shall be at the rate of one and one-half (1 1/2) times the employee's hourly rate. The hourly rate shall include the premiums, tack-on, and differential pay that the employee is receiving.

Section 4.5. Part-time employees shall not be assigned to overtime which has traditionally been worked by full-time employees.

Section 4.6. All employees who are required to work overtime must have the approval of the head of the department and the approval of the Director of Administration prior to commencing overtime work.

Section 4.7. Overtime will be distributed based upon accumulated overtime hours. Employees will be listed in order of seniority and accumulated overtime hours in specific job classifications. Employees with the lowest amount of total overtime within the classification requiring overtime will be called first and then in order of lowest to highest.

Section 4.8. Employees who are contacted and are physically able shall be required to report for work when such work is of an emergency nature.

ARTICLE 5 **SUPERVISORY WORK**

No supervisory personnel shall perform work normally done by the bargaining unit employees except when such bargaining unit employees are not available or in the event of extreme emergencies, or are occupied because of other assigned duties.

ARTICLE 6
WORK RULES

Section 6.1. The Union recognizes that the Employer, under this Agreement, has the right to promulgate reasonable work rules, regulations, policies and procedures, which regulate the conduct of employees and the conduct of the Employer's services and programs. The Employer agrees that departmental work rules, regulations, policies and procedures, which affect working conditions and performance, shall be subject to the grievance procedure to the extent that they conflict with this agreement.

Section 6.2. Prior to implementation or modification of any new or existing rule, regulation, policy or procedure which affects members of the bargaining unit, the Employer will notify the Union and meet with the Union to discuss the matter at least fifteen (15) calendar days prior to the date of implementation. The Union reserves the right to grieve the reasonableness of any newly established or modified work rule.

Section 6.3. The Employer recognizes and agrees that no work rules, regulations, policies, or procedures shall be maintained or established that are in violation of any expressed terms or provisions of this Agreement.

ARTICLE 7
SEPARABILITY AND LEGALITY

Section 7.1. It is the intent of the Employer and the Union that this contract and its various provisions shall be effective and carried out in accordance with applicable law. If any provision or part of this contract is found to be contrary to law and illegal by a court having jurisdiction and authority to make that decision, that provision, article, or part of this contract so held to be illegal shall alone be null and void. The remainder of this contract in all parts shall remain in full force and effect.

In the event that any part of this contract should be found by the proper court to be contrary to law, the Employer and the Union shall meet within fourteen (14) days of the finalization of the decision to discuss same and to determine whether a lawful alternative provision can be agreed upon. In the event this meeting should occur, the only matter to be discussed would be the question of a lawful alternative provision.

ARTICLE 8
UNION DUES/FEES DEDUCTION

Section 8.1. All employees, whether full-time or part-time, who are eligible and voluntarily elect to hold membership in the Union shall execute an authorization for dues deductions on a form provided by the Union.

Section 8.2. Dues deductions shall be made in twenty-six (26) equal installments beginning with the first pay in September.

Section 8.3. The Employer's Payroll Department shall forward to the Union Treasurer the amount of the dues/fees, along with a complete description by name and amount, for each employee. This shall be done within ten (10) days following each payroll deduction. The Employer shall also note the name of each employee whose name has been dropped from the prior list and the reason for the omission.

Section 8.4. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, except as herein provided, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

The Employer shall not be obligated to make dues, fees, or assessment deductions from any employee who, during any pay period involved, shall have failed to receive sufficient wages to equal the dues, fees, and assessment deductions.

Section 8.5. The Employer agrees to deduct from the wages of any employee who is a member of the Union and who signs a voluntary authorization a PEOPLE deduction as provided for in the written authorization. This authorization must be signed by the employee and may be revoked by him at any time by giving written notice to both the Employer and the Union. The Employer agrees to send any PEOPLE deduction to the Union promptly, together with an itemized statement showing the name of each employee from whose pay this deduction has been made and the amount deducted during the period covered by the remittance. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035. All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

ARTICLE 9 **SENIORITY**

Section 9.1. There shall be two (2) types of seniority: City seniority and departmental seniority. City seniority shall be computed by length of accumulated, uninterrupted, full-time service with the Employer. "Department seniority" shall be defined as an employee's uninterrupted continuous service within a department. Employees shall carry seniority in one (1) department only, and "department" seniority shall be broken when an employee leaves a department.

Each department shall post a departmental seniority list covering the employees in such department.

City seniority is interrupted through voluntary resignation, termination of employment, layoff in excess of thirty-six (36) months, failure to report to work without prior notice to the Employer for a minimum of three (3) consecutive work days, unless such absence is excused by the Employer and Union in joint meeting.

Section 9.2. The principle of departmental seniority shall be used in making daily job and shift assignments, and layoffs and recalls. Seniority in this section shall be construed as departmental seniority, except as provided above.

Section 9.3. Each year, upon request of the Union, the Employer shall provide the Union with an updated continuous seniority list within ten (10) days of the anniversary date of this agreement. The Employer will provide the Union with the name, address, classification, and rate of pay of any employee who is hired into or transfers into a bargaining unit classification.

ARTICLE 10 **REDUCTION IN FORCE**

Section 10.1. It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328 and OAC 123: 1-41-01 to 123: 1-41-22.

Section 10.2. Whenever the Employer determines that a layoff is necessary, the Employer shall notify the affected employee(s) in writing at least ten (10) calendar days prior to the date of the layoff. The Union President or his/her designee shall likewise be sent a copy of layoff notices served on any employee(s).

Section 10.3. All layoffs shall be by departmental seniority. Should it become necessary to reduce the work force in a particular department, employees shall be laid off in the following order:

1. seasonal, temporary, and intermittent employees;
2. student employees;
3. probationary part-time employees;
4. part-time employees;
5. new employees who have not completed their probationary period;
6. full-time employees who have completed the probationary period with the least senior being laid off first.

Section 10.4. For the purposes of this article, individual departments are the Street Department.

Section 10.5. In the event that an employee is laid off, he may, upon request, receive payment for earned but unused vacation as quickly as possible, but no later than thirty (30) days after the layoff.

Section 10.6. A laid off employee shall accumulate seniority during any period of layoff provided the employee retains recall rights as described in Article 11.

Section 10.7. A job abolishment shall be considered the same as a layoff for purposes of this article. Prior to any job abolishment, the Employer agrees to meet and discuss possible alternatives to the job abolishment with the Union.

Section 10.8. For purposes of layoffs, the following are separate departments:

Street Department

Foreman
Equipment Operator
Utility Laborer / Truck Driver
Utility Laborer
Janitor
Mechanic

ARTICLE 11
RECALL FROM LAYOFF

Section 11.1. Recall from layoff will be made in reverse order of layoff; that is, the last employee placed on layoff from each classification shall be the first to be recalled. Employees shall be given ten (10) calendar days advance notice of recall and such notice shall be sent to the employee's last address on record. It shall be the responsibility of the employee(s) to keep the Employer advised of his current address. Employees who refuse recall to a classification from which they have been laid off shall lose all seniority and recall rights. Employees who fail to return to work within ten (10) calendar days of the date of recall, unless an extension is mutually agreed to between the Union and the Employer, shall be placed at the bottom of the recall list. Employees shall remain on the appropriate recall list for three (3) years (thirty-six [36] months) from the effective date of the layoff, provided they maintain any certification required for their position, at City expense, to be reimbursed upon recall. Employee(s) will provide proper documentation identifying such expenses.

Section 11.2. When employees are laid off, the Employer shall create and maintain a layoff and recall list for each department.

Section 11.3. Notice of recall will be sent to the employee by registered mail with a copy to the Union. The Employer will be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 11.4. In the event of extenuating circumstances such as illness, injury or other good cause preventing the employee from returning or giving notice within the time limits above, the Employer may grant a reasonable extension not to exceed thirty (30) days. In the event such illness or injury precludes an employee from returning to work within the time limit above (including extension), such employee shall be bypassed for recall, but shall remain on the recall list for the time of layoff, but not to exceed thirty-six (36) months or the length or seniority, whichever is less.

Section 11.5. Employees shall retain the right to grieve the question of whether proper notice of recall has occurred.

ARTICLE 12
GRIEVANCE PROCEDURE

Section 12.1. The term “grievance” shall mean an allegation by a bargaining unit employee or by the Union that there has been a breach, misinterpretation, or improper application of this Agreement, including disciplinary actions.

Section 12.2. A grievance under this procedure may be brought by any member of the bargaining unit or the Union. Where a group of the bargaining unit members desires to file a grievance involving a situation affecting each member in the same manner, one member selected by such group will process the grievance, but all members of the group will sign the grievance form.

Section 12.3. Grievances may be submitted to the appropriate step in the grievance process that has the authority to adjust the grievance. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of Management’s answer at the last completed step. Any grievance not answered by Management within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure.

Section 12.4. The written grievance shall be submitted in writing and shall contain the following information:

- aggrieved employee’s name;
- aggrieved employee’s classification;
- name of employee’s immediate supervisor;
- date and approximate time or incident giving rise to grievance;
- date grievance was first discussed;
- date grievance was filed in writing at Step 1; or Step 2 where appropriate;
- a brief statement of the facts involved in the grievance; and
- the remedy requested to resolve the grievance.

Section 12.5. The time limitations provided for in this article may be extended by mutual agreement between Employer and the Union.

Section 12.6. Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Employer prior to the filing or starting of a grievance. For the purposes of this section, all use of the term “days” shall be defined as calendar days. A grievance as defined by this Agreement shall be processed in the following manner:

Step 1

The grievance shall be presented in writing to the Department Head within seven (7) calendar days after knowledge of the incident giving rise to the grievance. The Department Head shall meet with the grievant and the local Union representative/steward (chapter chair or president) within five (5) calendar days and then shall render a decision and answer said grievance in

writing within seven (7) calendar days of the meeting. If the Union does not consider the matter resolved, he may advance the grievance to Step 2 within seven (7) calendar days of the receipt of the Department Head's decision.

Step 2

If the Union is not satisfied with the response and answer of the Employer as given in Step 1, the Union may submit the grievance in writing to the Mayor or his designee within seven (7) days. The Mayor or his designee shall conduct a hearing on the matter within fourteen (14) days of receipt of the grievance. The grievant, the local Union representative, and the Ohio Council 8 representative shall be afforded the opportunity to present their respective case. Within seven (7) days of the close of the Mayor's hearing, the Mayor or his designee shall render his decision in writing to the grievant and the Union.

Step 3 - Arbitration

If the grievance is unresolved at Step 2, the Union may, within fourteen (14) calendar days of the decision of the Mayor or his designee, request in writing that the grievance be submitted to arbitration. The Union shall determine its counselor representative to the proceeding and shall notify the City in the matter when the demand for arbitration is served.

Selection of the Arbitrator

Grievances not settled in the foregoing steps of the grievance procedure shall be submitted upon request to arbitration under the voluntary rules of the Federal Mediation and Conciliation Service (FMCS). Upon the conveyance of the demand for arbitration, the parties shall request a panel of seven (7) names of arbitrators from the FMCS. Upon receipt of the panel of names, but not less than seven (7) days after receipt, the parties shall meet or confer for the purpose of selecting an arbitrator. If the parties cannot agree on a neutral, a coin will be tossed to determine which party shall strike first from the list of names submitted. The other party shall then strike, and the procedure continued with the alternate striking of names. The remaining name shall be appointed as the arbitrator.

Hearing and Decision

The arbitrator shall conduct a hearing on the grievance within the time allotted by FMCS. The principals of the grievance will be afforded at hearing an opportunity to present their respective cases. Upon the close of the hearing, the arbitrator shall render a decision that will be final and binding on the parties. Such decision shall concern only the issues that were submitted to arbitration, and cannot alter the terms and conditions of this agreement. The arbitrator's decision is subject to judicial review in accordance with the Ohio statutes.

Arbitration Expenses

The expenses and the charges of the FMCS shall be borne equally by the parties. The expenses of the arbitration hearing/arbitrator's fees shall be paid by the losing party.

However, in the event of a split decision as determined by the arbitrator, the expenses shall be determined by the arbitrator.

The expense and compensation of any court reporter or transcript shall be borne by the party requesting them, or split equally if both parties make the request. Witness expenses shall be borne by the party calling the witness, except that employee witnesses and representatives shall be present with no loss of regular (non-overtime) pay.

ARTICLE 13 **DISCIPLINARY PROCEDURES**

Section 13.1. No form of disciplinary action (suspension, reduction in pay or position, or discharge) will be taken against any employee except for just cause.

Section 13.2. Except in instances where the employee is found guilty of gross misconduct, discipline shall be applied in a corrective, progressive, and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

Section 13.3. Whenever the Employer determines that an employee may be suspended, reduced in pay or position, or terminated, a predisciplinary hearing shall be held to investigate the matter. The Employer shall notify the employee and the Union in writing of the exact charges against the employee and what form of discipline may be imposed. This notification shall also include the time and place of a predisciplinary meeting, to be held within twenty-four (24) hours, between management and the employee.

The employee may be accompanied by a Union steward or officer during the predisciplinary meeting. Should the employee not wish to be represented by the Union, a Union Representative shall be allowed in the disciplinary meeting as an observer only. The employee shall have an opportunity in this meeting to respond orally to the charges prior to discipline being imposed, or may have the Union Representative present his/her response. Any resolution to the disciplinary action by the employee and the Employer shall be consistent with the terms and provisions of this Agreement. An employee who is disciplined may file a grievance in accordance with the grievance procedure herein.

Section 13.4. Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters, provided that there has been no other intervening discipline, according to the following schedule:

Instruction and Cautioning:	Six (6) months
Written Warning:	Twelve (12) months
Suspension:	Twenty-four (24) months

Section 13.5. The Employer and the Union agree that all disciplinary procedures shall be carried out in private and in a businesslike manner.

Section 13.6. A member of the bargaining unit may request an opportunity to review his personnel record during non-work times except for pre-employment letters of reference and confidential medical information as covered by law. An employee may have an officer or representative member of the Union present when reviewing his file. A request for copies of items included in the file will be honored, except for documents noted above. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition. Members of the bargaining unit shall be notified when written reprimands are placed in their personnel files.

ARTICLE 14
VACATION SCHEDULE AND PAY

Section 14.1. Each full-time officer and full-time employee of the City of Campbell shall be entitled to a vacation based upon the years of service as follows:

- A. New employees with less than one (1) year of service are not entitled to a vacation.
- B. Employees with one (1) year of service and under five (5) years of service shall receive two (2) weeks' vacation.
- C. Employees with five (5) years of service and less than ten (10) years of service shall receive three (3) weeks' vacation.
- D. Employees with ten (10) years of service and under fifteen (15) years of service shall receive four (4) weeks' vacation.
- E. Employees with fifteen (15) years of service and under twenty (20) years of service shall receive five (5) weeks' vacation.
- F. Employees with twenty (20) years of service or more shall receive six (6) weeks of vacation.

Section 14.2. Each employee shall be paid for the vacation that he is entitled to as fixed by the salary schedule heretofore adopted by Council.

Section 14.3. Vacations may be taken throughout the calendar year, subject to limitations set forth in this section. Employees shall notify their Department Head of their choice of vacation dates, on a form provided by the Employer, no later than January 1 of each year. Promptly thereafter, but no later than April 30 each year, the Employer shall post the vacation schedule with preference given to employees by departmental seniority.

- A. Any employee who fails to notify his department of his choice of vacation dates by January 1 shall thereafter be permitted to select his vacation dates which may be available at the time that they make application for vacation regardless of the departmental seniority. Requests for such leave shall be submitted in writing to the Superintendent at least three (3) work days prior to the time requested. The Employer

reserves the right to deny any vacation requests due to staffing levels and/or work assignments. The Superintendent/Working Foreman may waive the advance notice and/or the number of individuals granted similar time(s).

- B. Vacation periods may be taken in one (1) week increments, unless shorter periods are approved in advance by the Employer.

Section 14.4. Any dispute arising out of the application of any section of this article may be processed as a grievance through the grievance procedure.

Section 14.5. Upon death on the job, the employee's estate shall be paid all accumulated but unused vacation time.

ARTICLE 15 **SICK LEAVE**

Section 15.1 Crediting Sick Leave. Sick leave credit for full-time employees shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or layoff, to a limit of one hundred and twenty (120) hours per year. Unused sick leave shall accumulate without limit. Any accumulated sick leave earned by an employee with the Employer prior to the execution of the agreement shall remain to the employee's credit until used.

Section 15.2. Expiration of Sick Leave. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a personal leave in accordance with the appropriate section of this agreement.

Section 15.3. Charging of Sick Leave. Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or week earnings.

- A. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:
1. Illness or injury of the employee or spouse, children (residing within a fifty [50] mile radius of the City of Campbell);
 2. Medical, dental or optical examination or treatment of employee during normally scheduled working hours;
 3. If a member of the immediate family is afflicted with a contagious disease and when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others; and
 4. Pregnancy and/or childbirth and other conditions related thereto.

Section 15.4. Evidence Required for Sick Leave Usage. The Employer shall require an employee to furnish a standard written signed statement to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action.

Section 15.5. When an employee is unable to work, he shall notify the supervisor or other designated person within one (1) hour before the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the supervisor.

Section 15.6. Abuse of Sick Leave. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Applications for sick leave with intent to defraud may result in disciplinary action and refund of salary or wage paid.

Section 15.7. Physician Statement. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform his duties. Such physician statement shall be required after an absence of more than two (2) consecutive work days due to illness. Whenever the Employer suspects abuse of the use of sick leave, he may require proof of illness in the form of a physician statement of disability or other appropriate proof satisfactory to the Employer to approve the use of such leave.

Section 15.8. Those employees covered under this agreement who are eligible or who become eligible to retire shall be entitled to convert accrued but unused sick leave to a cash payment on the following:

Upon retirement with ten (10) years or more:

10 years – 20 years	40% up to 480 hours
20 years+	100% up to 720 hours

Payments will be made in three (3) annual installments.

For the purposes of this provision, retirement shall be considered the criteria established for retirement from active employment with the City at the time of separation under the Ohio Public Employees Retirement System (OPERS).

Section 15.9. Conversion. Upon death on the job, the employee's estate shall be paid sick leave on the following schedule:

3 – 10 years of service- 30% up to 30 days (240 hours) accumulated sick leave;

10 - 20 years of service- 40% up to 60 days (480 hours) accumulated sick leave;

20 plus years of service- 60% up to 90 days (720 hours) accumulated sick leave.

ARTICLE 16
VACATION BUY-BACK

In the event that a manpower shortage occurs in the Street or Municipal Building departments because of accident, sickness, or vacation, and if said shortage creates an emergency as determined by the head of the respective department, and is concurred with by the City Administration, the City of Campbell will offer the option of buy-back up to fifty percent (50%) vacation time from the employees in order of seniority. Said option to purchase vacation time shall be paid for by the City of Campbell to said employees in order of seniority. Said option to purchase vacation time shall be reserved by the Employer. All vacation time purchased or all vacation time sold shall be paid for by the City of Campbell to said employee at the basic salary rate of said employee. Hourly rate shall be determined by using the following formula: the annual salary of said employee shall be divided by 2080 hours.

ARTICLE 17
ATTENDANCE INCENTIVE PROGRAM

Section 17.1. The City agrees to make available, subject to the availability of funding, an attendance incentive program to bargaining unit members as an incentive for decreasing the amount of sick leave used, reducing incidents of lost time, etc. The City shall have the sole discretion to determine whether or not it has the funding to offer this program in any given year and whether or not it will be able to offer conversion options to bargaining unit members.

Section 17.2. Vacation Sell-Back. Any full-time employee who, after completion of six (6) years of service, maintains at least the following percentage of his earned sick leave shall be eligible to sell back vacation as follows:

- Five (5) but less than ten (10) years of service: employee maintaining eighty percent (80%) of his earned sick leave may sell back two (2) week of vacation;
- Ten (10) but less than fifteen (15) years of service: employee maintaining seventy-eight (78%) of his earned sick leave may sell back three (3) weeks of vacation;
- Fifteen (15) but less than twenty (20) years of service: employee maintaining seventy-four percent (74%) of his earned sick leave may sell back four (4) weeks of vacation; and,
- Twenty-three (23) or more years of service: employee maintaining seventy percent (70%) of his earned sick leave may sell back five (5) weeks of vacation.

Section 17.3. Sick Leave Sell-Back. In addition to the program above, an employee with twenty-three (23) or more years of service maintaining seventy percent (70%) of his earned sick leave may elect to sell back eighty (80) hours of sick leave earned during the previous

year for a three (3) year period. The maximum sell back of sick leave shall not exceed two hundred forty (240) hours, and an employee electing this option shall not be eligible for the sick leave conversion payment in Article 15, Sick Leave.

Section 17.4. Procedure. If the employee is eligible, he shall notify the Employer by December 1 of each year as to how much vacation and/or sick leave, if any, he desires to sell back. The vacation and/or sick leave sold back to the Employer shall be paid to the employee by January 30 of the following year.

Section 17.5. Any full-time employee, who during his career was off on sick leave due to an extended illness or injury, may make a request to the Appointing Authority to not consider sick leave time used for those purposes against his percentage of earned sick leave, for the purposes of Sections 2 and 3.

ARTICLE 18
HOLIDAYS – PAY – HOLIDAYS DECLARED

Section 18.1. All bargaining unit employees shall be entitled to the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Day

Section 18.2. Full-time bargaining unit employees shall receive eight (8) hours of holiday pay whether or not they work on a holiday.

Section 18.3. To be entitled to holiday pay, an employee must be on the active payroll (i.e., actually receives pay) during the week in which the holiday falls. Further, to be entitled to holiday pay, employees must actually work the scheduled work day before and the scheduled work day after the holiday. For purposes of this paragraph, prior approved vacation, verified funeral leave, verified accident or injury which requires hospitalization as in-patient or outpatient will be viewed as hours worked. If a holiday occurs during a period when an employee is taking vacation or sick leave, the employee shall receive holiday pay as outlined above, but will not be charged for vacation or sick time.

Section 18.4. Employees who work on a holiday shall be compensated at one and one-half (1 1/2) times their normal hourly rate of pay for all hours worked on the holiday, in addition to receiving their holiday pay.

Section 18.5. For employees with a regular Monday through Friday work schedule, recognized holidays falling on a Sunday shall be observed on the following Monday, and recognized holidays falling on a Saturday shall be observed on the preceding Friday. For all other employees, recognized holidays shall be observed on the day on which they fall.

ARTICLE 19
UNIFORMS – UNIFORM ALLOWANCE

Section 19.1. Each employee of the Street Departments, upon completion of a one (1) year probationary period, shall receive a clothing allowance of five hundred dollars (\$500.00) per year, payable in the first full pay in December. The uniform allowance payment shall be made by separate check.

Section 19.2. Each employee shall use the uniform allowance to purchase items specified by the Employer as the appropriate work uniform (e.g. t-shirts, jeans, etc.) to be worn while at work. The Union acknowledges the Employer’s right to specify an appropriate work uniform/clothing.

ARTICLE 20
FUNERAL LEAVE

Section 20.1. All full-time employees shall be entitled to bereavement leave of four (4) days in the event of the death of a member of the employee’s immediate family.

Section 20.2. Immediate Family Defined. For the purpose of this section, immediate family member is defined as spouse, child, mother, father, sister, brother, grandparent, mother-in-law, father-in-law or any person who stood in lieu of parents.

ARTICLE 21
LIFE INSURANCE

The Employer will provide, as fringe benefits to the full-time employees and part-time employees with two (2) or more years of continuous employment with the City of Campbell, life insurance, accidental death and dismemberment insurance in the amount of fifteen thousand dollars (\$15,000.00). All premiums shall be paid by the Employer.

ARTICLE 22
HEALTH BENEFITS

Section 22.1. The Employer shall make available to all bargaining unit employees comprehensive major medical/hospitalization health care insurance, pursuant to the plan selected by the Employer. The Employer shall have the power to select carriers/providers, to establish benefit levels, adjust/set coverage levels, determine the method of provision and coverage, make mid-term plan adjustments, or make any other change to the insurance plan that it deems necessary. The participating employee may elect either single, with spouse, with children, family or other coverage offered under the plan(s). The Employer agrees to deduct bi-monthly premiums for those employees who voluntarily enroll in a supplemental health care plan.

Section 22.2. Contribution Rates. Bargaining unit employees shall be obligated to contribute, through payroll deductions, toward the monthly premiums for their health care coverage/program.

The Employer will make available to the bargaining unit employees a health insurance offering/plan at a rate where the bargaining unit employees shall pay ten percent (10%) towards the monthly premium cost for the applicable plan/coverage, and the Employer shall pay ninety percent (90%) of the monthly premium cost.

The parties currently acknowledge that the Employer offers a 87/13 (13% monthly employee premium contribution plan). The parties, however, agree that so long as the Employer, at its discretion, offers a plan with the benefit levels (i.e., deductibles, out of pocket maximums, etc.) of the current 13% monthly employee premium contribution plan, that such plan shall be offered to the Union bargaining unit members at a 13% monthly employee premium contribution rate.

The Employer shall have the ability to offer additional/alternative health insurance plans/offering at a monthly premium contribution rate (Employer and employee) set at the Employer's sole and exclusive discretion.

Section 22.3. Plan/Carrier Changes. If, during the life of this agreement, it becomes necessary for the Employer to change carriers or make plan changes, the Employer agrees to meet with the Union in advance of such action and receive and consider input from the Union. Nothing in Section 22.2 above shall be construed as a restriction on the Employer's right to change carriers/providers or make plan changes as outlined in Section 22.1.

Section 22.4. Opt-Out Waiver Payment. The City at its discretion may offer the option for all full-time bargaining unit employees the ability to waive health insurance coverage provided by the City health insurance plan(s) and to receive a one hundred dollar (\$100.00) monthly payment. In no event shall an employee be able to waive single coverage. In order to validly waive coverage the employee shall be required to submit and execute all forms/documents required by the City. Ability to re-enroll following a waiver of coverage will be governed by law. The monthly payment shall only be provided to the employee so long as they waived coverage and are not on the City's insurance, with the annual payment to be prorated based on the applicable number of months actually waived. The payment will be made as lump sum of one thousand two hundred dollars (\$1,200.00) the last payroll in December, with the first payment to be made in December 2021 (i.e., for the waiver of coverage related to the year 2021).

ARTICLE 23 **INJURY ON DUTY PAY**

Section 23.1. A full-time employee who is injured while performing the duties of his position, whereby such injury makes it impossible for the employee to work, shall be paid his regular rate of pay during the time period he is unable to work, not to exceed one hundred twenty (120) calendar days.

Section 23.2. In order to be able to receive payment in accordance with the provisions contained herein, an employee injured in the line of duty shall apply to the Bureau of Workers' Compensation for medical benefits only. Pending the determination of the claim's compensability, an employee may use any accrued sick leave, vacation leave, personal leave,

or compensatory time to cover the time during which he is unable to work. Upon the approval of the claim for medical benefits by the Bureau of Workers' Compensation, the employee will be re-credited with all paid leave that was used to cover the time it took for the claim to be initially determined as compensable, and will receive his regular rate of pay for the remaining time during the one hundred twenty (120) day period. Should a claim be denied at any time during the time period described in sections 22.1 and 22.2, the Employer's obligation to provide such payment(s) shall be terminated.

Section 23.3. After one hundred twenty (120) calendar days, should the employee still be unable to return to work, the Employer, at its discretion, may require the employee to submit to a fitness for duty exam to ascertain whether or not a light duty position may be available. The employee may also apply for lost wages and benefits through the Bureau of Workers' Compensation.

Section 23.4. Should the fitness for duty exam determine that the employee is capable of performing in a light duty capacity, and the Employer determine that it wishes to offer a light duty position, an offer of light duty will be made to the employee. The light duty position will be compensated at seventy-five percent (75%) of the employee's regular hourly rate. It is within the employee's sole discretion whether or not he wishes to accept the Employer's offer of light duty. Nothing in this article shall obligate the Employer to offer or create a light duty position for an employee who is unable to return to work after the one hundred twenty (120) day period.

ARTICLE 24 **SAFETY AND HEALTH**

Section 24.1. A safety committee is hereby established and will consist of the following members, to wit: two (2) representatives of the City Administration and one (1) Union employee representative. This committee shall conduct work safety inspections every four (4) months, note safety hazards and make written recommendations to the City Administration and Council. These reports shall be given every four (4) months. The committee, when inspecting, shall consist of a maximum of three (3) members.

Section 24.2. It shall be the responsibility of the Employer to assign sufficient personnel to any project in order to maintain reasonable safety standards. In the absence of any supervisory personnel, an employee shall be designated as being in charge.

Section 24.3. It shall be the responsibility of the Employer to maintain an adequate inventory of supplies and to maintain the equipment in a safe state of repair.

Section 24.4. Employees shall follow all departmental safety rules, regulations, and methods. Employees failing to observe safety rules, regulations, methods, or to appropriately use safety equipment that is provided, shall be subject to disciplinary action.

Section 24.5. Occupational safety and health is a mutual concern of the Employer and the Union. In this regard, the Union will cooperate with the Employer in encouraging employees to observe applicable safety laws, rules and regulations.

The City shall provide and pay for Hepatitis “B” vaccine for all employees exposed to this risk.

ARTICLE 25
LONGEVITY PAY PLAN

Section 25.1. Longevity pay for bargaining unit employees shall be paid by the Employer commencing on the first day of January following the completion of five (5) years of service. The rate of compensation of longevity pay is hereby established at two dollars seventy-five cents (\$2.75) per month for each year of service.

Section 25.2. The maximum payment to any employee shall be nine hundred dollars (\$900.00). This payment shall be made on the first full pay of December in each year. The longevity payment shall be made by separate check.

ARTICLE 26
SHIFT DIFFERENTIAL

Section 26.1. Shift differential pay shall be added to the standard rate of pay in the Street Departments in the following manner:

- A. 4:00 p.m. to 12:00 a.m. Twenty-five cents (\$0.25) per hour additional
- B. 12:00 a.m. to 8:00 a.m. Thirty cents (\$0.30) per hour additional

ARTICLE 27
SUBCONTRACTING

There shall be no subcontracting or abolishment of jobs that would cause any bargaining unit employees to be laid off or reduced in regularly scheduled work hours.

It is understood and agreed that the Employer shall continue to have the ability to subcontract lab testing, the cleaning and repair of roads, and other duties outside the skills described in the job classifications in place at the time of acceptance of this Agreement. Further, it is agreed that the Employer will, when practicable, meet with the Union with advance notice of the necessity to subcontract the maintenance of sewer and water lines.

ARTICLE 28
PROBATIONARY PERIOD

All original and promotional appointments, including provisional appointments, shall be for a probationary period of one hundred eighty (180) calendar days. Service as a provisional employee in the same or similar classifications shall be included in the probationary period.

A newly hired (original) probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal.

A newly promoted employee will be required to successfully complete a probationary period in the newly appointed/awarded position.

A newly promoted employee who evidences unsatisfactory performance shall be returned to his former position any time during the above-referenced probationary period.

ARTICLE 29
WAGES

Section 29.1. Bargaining unit employees shall receive the wages and benefits set forth in “Appendix “A” attached hereto.

ARTICLE 30
DRUG AND ALCOHOL POLICY

The parties shall abide by the terms and conditions of the Drug and Alcohol Policy set out in “Appendix B” attached hereto. The parties agree that all City employees shall be covered by and subject to a City-administered Drug and Alcohol Testing Program.

ARTICLE 31
VACANCIES, PROMOTIONS, AND TRANSFERS

Section 31.1. Whenever the Employer determines that a permanent vacancy exists in the bargaining unit, and such a position is not filled through recall from layoff, a notice of such vacancy shall be posted on the Employer’s bulletin boards for five (5) working days. The Employer shall not be obligated to consider any applications submitted after the posting date nor any applicants who do not meet the minimum qualifications for the job. The Notice of Vacancy shall contain the following information: classification, department, pay range, qualifications for the job, a brief description of the job duties, effective date and expiration date of the posting.

Employees who may be leaving on vacation, sick leave, or other authorized leave of absence may submit a bid or application for a vacancy that may exist or for any job the employee wishes to bid on for future consideration prior to commencing such leave. Additionally, a Union steward may submit a bid on behalf of an employee during such absence, provided the absent employee's signature is included on the bid.

Section 31.2. Once a position which has been established in the bargaining unit then becomes vacant, the position shall be awarded to the most senior individual who best meets the qualifications established by the Employer. If two (2) or more applicants are considered by the Employer to be substantially equal in meeting the established criteria, then seniority shall govern in the awarding of the position. An employee who is promoted into a bargaining unit position shall have a one hundred twenty (120) day probationary period in which to prove his ability to perform the job. If the employee cannot satisfactorily perform the job within the probationary period, he shall be returned to the same job and same rate of pay he held prior to the promotion.

Section 31.3. Once the selection has been made, the Employer will notify all applicants and the Union President/designee of the selection, or of the fact that no selection was made. An employee who bids and is not selected for failure to meet qualifications may grieve.

Section 31.4. An employee who is newly hired, promoted, or successfully bids on a different classification may not bid on another position for a period of six (6) months from the date the employee begins work duties in the job assignment, unless such time period is specifically waived by the Employer. Any employee who is promoted shall be compensated at the applicable higher rate of pay commencing upon the first day the employee assumes the duties of that permanent position.

Section 31.5. Nothing herein shall be construed to limit or prevent the Employer from temporarily filling a position for one (1) thirty (30) day period, pending the Employer's determination to fill the position as a permanent vacancy. However, temporary vacancies known to exceed thirty (30) days (extended temporary vacancies) due to extended leaves of absence will be filled by the Employer utilizing the bidding process.

The Employer shall assign a bargaining unit employee to a temporary vacancy and the employee shall be returned to his/her permanent position at the end of the assignment.

The parties agree and understand that the determination to fill either a temporary vacancy or permanent vacancy is at the sole discretion of the Employer.

Section 31.6. The Employer shall develop position descriptions listing qualifications, department, duties and essential functions of each position in the bargaining unit. The Union shall have an opportunity to meet with the Employer and give input into the position descriptions. After a thirty (30) day period of discussion and input, the position descriptions shall be considered the source of qualifications for posting and job selections. Qualifications shall consist of knowledge, skills and ability necessary to perform the essential functions of the positions.

ARTICLE 32 **CALL-IN PAY**

Employees who are called in to work at a time when they are not regularly scheduled, and which time does not abut their regular work time, shall receive pay at the overtime rate for four (4) hours work. In the event they work more than four (4) hours, they will be paid at the overtime rate for actual time worked.

ARTICLE 33 **LICENSE PAY**

Section 33.1. Employees who must travel out of the City of Campbell to take a license exam will be reimbursed for reasonable travel expenses. Employees who must travel out of the City of Campbell to complete continuing education courses will be reimbursed for reasonable travel expenses. Employees are eligible for such reimbursement one time only for each type of license, as described in Section 2. Reasonable travel expenses shall be as follows:

- A. Employees shall be reimbursed for mileage at the current Employer rate for the use of a privately owned vehicle
- B. Mileage reimbursement shall be payable to only one (1) or two (2) or more employees traveling on the same trip and in/on the same vehicle. The names of all persons traveling together shall be listed on the travel voucher.
- C. Charges incurred for parking at the destination and highway tolls, if any, are reimbursable at the actual amount. Receipts for parking costs and highway tolls are required when charges are in excess of two dollars (\$2.00).

Section 33.2. The Employer shall reimburse employees, one time only, the fees and expenses associated with taking the license exam for CDL. In no event will the Employer reimburse for subsequent attempts to obtain any one level or type of license or CDL exam; the Employer will, upon prior approval, pay fifty percent (50%) of the tuition cost up front and fifty (50%) upon course completion. Documentation of course attendance and/or completion is required.

Section 33.3. An employee taking a license examination shall not lose straight time pay for the first attempt at each license Class or a CDL. Employees may use vacation or compensatory time for any subsequent attempts at obtaining the same license.

Section 33.4. Employees who are assigned as a heavy equipment operator (HEO) or who hold a Commercial Driver's License as required by their respective job duties, will receive seventy-five cents (\$.75) per hour for such position (HEO) or license over the base hourly rate.

Section 33.5. Employees who are temporarily assigned by the supervisor to perform the duties as a heavy equipment operator (HEO) shall be paid an additional fifty cents (\$.50) per hour for all hours performing such assignment.

Employees who hold a Commercial Driver's License (CDL) and who are temporarily assigned by the supervisor to perform duties that require a CDL shall be paid an additional fifty cents (\$.50) per hour for all hours performing such assignment. Employees who are assigned to repair sewer basins shall receive an additional fifty cents (\$.50) per hour for all hours performing such work.

Section 33.6. Maintaining Licensure. Employees hired after the effective date of this agreement into a classification that the Employer requires a minimum class license must obtain said license no later than two (2) years following the date of hire. Failure to obtain and maintain (for current and future employees) such license shall be considered just cause for termination of employment.

ARTICLE 34
NON-DISCRIMINATION

Section 34.1. All references to employees in this agreement designate both sexes, and wherever the male or female is used, it shall be construed to include male and female employees.

Section 34.2. There shall be no discrimination, interference, restraint, or coercion by the Employer or the Union against any employee for his activity or refusal to act on behalf of, or for membership or non-membership in, the Union.

Section 34.3. The Employer and the Union agree to comply with all applicable federal, state, and local laws regarding non-discrimination based upon age, race, color, religion, national origin, gender, military status, veteran's status, genetic information, disability which may be reasonably accommodated, or marital status.

Section 34.4. The Employer and Union agree that the facilities of the Employer shall be free from harassment in relationships between employees, between the Employer and employees, and between the employees and the public. Any harassment by, against, or amongst employees shall not be tolerated.

Section 34.5. The parties agree that the references to federal, state, and local laws do not preclude an employee from pursuing both contractual and administrative/legal remedies available under the law.

ARTICLE 35
MISCELLANEOUS PROVISIONS

Section 35.1. Comp Time. With the prior written approval of the City Administrator, employees may elect to receive comp time off in lieu of overtime pay at the rate of one and one-half (1 1/2) hours off for each hour of overtime. The parties agree that the ability to accumulate compensatory time availability must be a result of mutual agreement. To that end the employee has the right to change their election to receive compensatory time and Employer has the right to as long as it is done department wide to discontinue the practice of allowing the right to elect to receive compensatory time with notice to the bargaining unit members.

When allowed, compensatory time off will be granted at a time mutually convenient to the employee and the Employer. Bargaining unit members shall submit requests for compensatory time off with a minimum of three (3) days advance notice of the date being sought. Where the use of compensatory time off has been denied, the employee shall be offered an alternative day within the next thirty (30) days for use of the requested time off, or shall be offered cash payment for the number of hours denied at the employee's regular rate of pay, and those hours will be deducted from the member's compensatory time balance, or the employee may withdraw the compensatory time request. The parties agree that three (3) days constitutes a "reasonable time period" for the granting of a request for compensatory time under the FLSA. The Employer shall have the sole discretion right to waive this notice

provision to allow short-notice compensatory time requests, should such requests not affect operational needs. Except as otherwise specifically restricted by this Agreement, the Employer retains all its rights to manage the use and administration of compensatory time under federal law, including the ability to schedule such time off or pay off compensatory time accrual.

Section 35.2. Personal Days. Employees may use three (3) days each year as personal days to be subtracted from accumulated sick time. These days off shall be with at least three (3) work days advance notice to the supervisors and require prior approval of the supervisors so as to ensure proper department operation and not cause overtime of other employees.

Section 35.3. Meetings and Training. Employees shall be paid the applicable pay rate (straight or overtime rate) for time spent at all meetings which the employer requires the employee to attend where such meetings or trainings are held outside normal work hours.

Section 35.4. Out-of-Classification Pay. When the Employer (City Administrator/Designee) assigns an employee to work out of his classification, he shall receive the higher rate of pay for his own classification or for the classification to which he is assigned, for all such hours actually assigned to work out of classification provided the employee works a minimum of four (4) hours in the higher classification.

ARTICLE 36 **BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW**

Section 36.1. The parties agree that no section of the civil service laws contained in the Ohio Revised Code Sections 124.01 through 124.56, nor any local Rules and Regulations of the Civil Service Commission of the City of Campbell, pertaining to wages, hours, terms and other conditions of employment, shall apply to bargaining unit employees where such matter has been addressed by this agreement.

Section 36.2. Notwithstanding the above, Section 124.57 ORC shall continue to apply to bargaining unit employees.

ARTICLE 37 **SUBSTITUTION OF TIME (SHIFT TRADES)**

Section 37.1. Intent. The parties agree that the intent of this article is to allow for substitution of time between two (2) employees in accordance with FLSA 207(p)(3) while excluding the substituted hours from the calculation of overtime compensation under the FLSA and the parties' contract. A substitution shall mean that two (2) employees voluntarily agree to work each others shifts on a one-for-one basis as outlined under the conditions below.

Section 37.2. Upon approval of the City Administrator/designee, bargaining unit employees shall be permitted to substitute/exchange shifts within their designated department. Such substitutions must be voluntarily agreed upon by the employees. No agreement between employees to substitute shifts shall cause overtime, and no employee will be eligible for

overtime under Article 4, Hours of Work, or any other provision of this Agreement as a result of a substitution. All substitutions must be completed within one hundred and twenty (120) days and must be submitted for approval on a form approved by the Employer. The Employer reserves the right to deny any substitution proposed under this Article should the either one of the employees lack the qualifications or training for the position into which they are substituting.

ARTICLE 38 **UNION REPRESENTATION**

Section 38.1. The Employer shall recognize one (1) employee per shift per department to act as a Union steward for purposes of representation as specifically outlined in this Article. The Union shall provide the Employer the names of said Stewards and shall update the Employer on any changes in stewards.

Section 38.2. Employees selected by the Union as officers or stewards shall be allowed reasonable time to investigate and process grievances and participate in meetings with management during work hours without loss of regular pay. In no event shall time spent writing grievances or investigating grievances be considered as overtime or paid time outside the employee's regular working hours. Prior to leaving their work areas or investigating grievances, stewards must secure the approval of their supervisors, and sign in and out on the stewards' log. Supervisors will not unreasonably deny approval, but the Employer maintains the right to schedule activities so as to minimally impact work production/operational needs.

ARTICLE 39 **UNION LEAVE**

A leave of absence without pay may be granted at the Employer's discretion to allow a Union Officer to attend Union conferences, conventions, or other activities upon the request of the Union for such leave. The amount of time shall be limited to ten (10) days total between all Union Officers per year, unless waived at the sole discretion of the Employer. The Union or the employee shall file a written notice with the City Administrator at least one (1) month in advance of the date the leave is to commence. Leave requests shall not be routinely denied but may be limited according to the operational needs of the Employer. If an unpaid leave is granted, at the employee's discretion, the employee may substitute vacation leave for the unpaid leave.

ARTICLE 40 **LABOR MANAGEMENT MEETINGS**

Section 40.1. The Union and Employer agree that it is in the interest of sound/labor management relations agree to meet on an as-needed basis to hold labor/management meetings. The parties agree that they will meet on an as-needed basis upon written notice from either party. Said labor/management meetings shall be intended to discuss matters which may include the following:

1. changes contemplated by the Employer that may affect bargaining unit employees;

2. ways to increase productivity and improve effectiveness;
3. issues of interest to bargaining unit employees;
4. health and safety;
5. matters of contract administration.

Section 40.2. The party requesting the meeting will submit an agenda at least five (5) days prior to the meeting date specifying the topics they wish to discuss and the names of the representatives who will be attending. The number of Union representatives permitted to attend may be limited depending on operational needs of the Employer.

Section 40.3. The parties shall attempt to convene the meeting as soon as feasible after the request for a meeting.

ARTICLE 41 **TERMINATION AND RENEGOTIATIONS**


Section 41.1. This Agreement shall be effective January 1, 2021, and shall remain in full force and effect until the 31st day of December 2023, unless otherwise terminated as provided herein.

Section 41.2. Except as otherwise mutually agreed by the parties, if either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be certified by mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

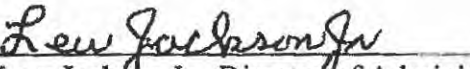
SIGNATURE PAGE

IN WITNESS WHEREOF, the City of Campbell and AFSCME AFL-CIO Local 759, and Ohio Council 8, have promulgated this economic and non-economic labor agreement this 5th day of January, 2021.


FOR THE CITY OF CAMPBELL



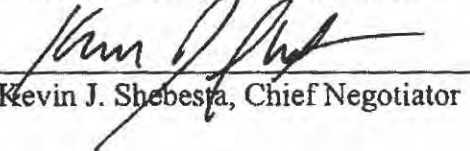
Mayor Nick Phillips



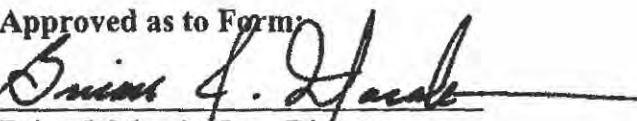
Lew Jackson Jr., Director of Administration



Yianni Tiliakos, Finance Director

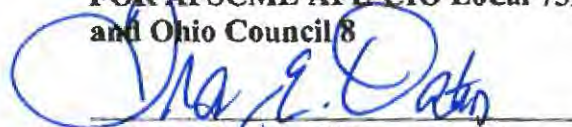


Kevin J. Shebesta, Chief Negotiator

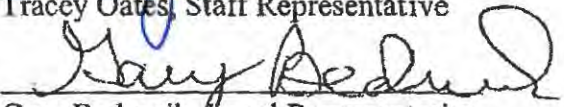
Approved as to Form:


Brian J. Macala, Law Director

**FOR AFSCME AFL-CIO Local 759
and Ohio Council 8**



Tracey Oates, Staff Representative



Gary Bednarik, Local Representative

Approved by City Council on the _____ day of _____, 2021.

APPENDIX A
WAGES

Classification	Effective first full pay following 01/01/2019
<u>Utility Laborer</u>	
Class 2 License/Over 2 years with the City	\$17.60
Class 2 License/Under 2 years with the City	\$17.36
Class 1 License/Over 2 years with the City	\$17.11
Class 1 License/Under 2 years with the City	\$16.79
Without License/Over 2 years with the City	\$16.12
Without License/Under 2 years with the City	\$15.12
Without License/First year with the City	\$14.63
<u>Operator</u>	
Operator 3 Over 2 years with the City	\$18.12
Operator 3 Under 2 years with the City	\$17.89
Operator 2 Over 2 years with the City	\$17.60
Operator 2 Under 2 years with the City	\$17.36
Operator 1 Over 2 years with the City	\$17.11
Operator 1 Under 2 years with the City	\$16.79
Operator Over 2 years with the City	\$16.12
Operator Under 2 years with the City	\$15.12
Operator First year with the City	\$14.63
<u>Chemist/Operator</u>	
Class 3 License/Over 2 years with the City	\$18.17
Class 3 License/Under 2 years with the City	
Class 2 License/Over 2 years with the City	\$17.66
Class 2 License/Under 2 years with the City	
Class 1 License/Over 2 years with the City	\$17.77
Class 1 License/Under 2 years with the City	\$16.69
Without License/Over 2 years with the City	\$16.12
Without License/Under 2 years with the City	\$15.12
Without License/First year with the City	\$14.63

APPENDIX A
WAGES (Continued)

Classification	Effective first full pay following 01/01/2019
<u>Plant Maintenance Man</u>	
Class 3 License/Over 2 years with the City	\$18.12
Class 3 License/Under 2 years with the City	\$17.89
Class 2 License/Over 2 years with the City	\$17.60
Class 2 License/Under 2 years with the City	\$17.36
Class 1 License/Over 2 years with the City	\$17.11
Class 1 License/Under 2 years with the City	\$16.79
Without License/Over 2 years with the City	\$16.12
Without License/Under 2 years with the City	\$15.12
Without License/First year with the City	\$14.63
<u>Municipal Building</u>	
Account Utility Clerk	\$16.15
Janitor	\$13.84
<u>Street Department</u>	
Foreman	\$16.31
Utility Laborer/Truck Driver	\$16.31
Designated Heavy Equipment Operator	\$16.89
Utility Laborer	\$14.91
<u>Mechanic</u>	
Over 2 years with the City	\$16.31
Over 1 year with the City	\$15.31
First year with the City	\$14.91

APPENDIX B
DRUG AND ALCOHOL POLICY

1. Voluntary use of controlled substances which causes intoxication or impairment on the job poses risks to the Employer, the affected employee, and co-workers. Recognizing that drug abuse is an illness, the Employer's policy is to prevent and rehabilitate rather than terminate the employment of workers who are drug abusers. No bargaining unit member shall be discharged for drug use without first having been offered the opportunity to discontinue use either through personal choice or by treatment for chemical dependency, if such treatment is needed.
2. All bargaining unit employees will be fully informed of the Employer's drug testing policy before testing is administered. Bargaining unit employees will be provided with information concerning the impact of the use of drugs on job performance. Unit employees and supervisors will be trained to recognize the symptoms of drug abuse, impairment and intoxication. In addition, the Employer shall inform the bargaining unit employees of the causes for conducting tests, how well the tests perform, when the tests will be conducted, what the tests can determine, and the consequences of testing positive for drug use. All newly hired bargaining unit employees will be provided with this information on their initial date of hire. No bargaining unit employee shall be tested until this information is provided to the employee.
3. Reasonable Suspicion Testing. Individualized testing of bargaining unit members shall not be conducted unless there exists a reasonable suspicion that the bargaining unit employee to be tested is under the influence of drugs or alcohol. The term "reasonable suspicion" shall, for the purpose of this policy, be defined as follows.

Aberrant or unusual on-duty behavior of an individual employee which:

- A. is observed on-duty by the employee's immediate supervisor or higher ranking employee and confirmed by the observation of another supervisory employee, managerial employee or guard trained to recognize the symptoms of drug abuse, impairment or intoxication (which observations shall be documented by the observers); and
- B. is the type of behavior which is a recognized and accepted symptom of intoxication or impairment caused by controlled substances or alcohol or addiction to or dependence upon said controlled substances; and
- C. is not reasonably explained as resulting from causes other than the use of controlled substances (such as, but not by way of limitation, fatigue, lack of sleep, side effect of prescription or over-the-counter medications, reaction to noxious fumes or smoke, etc.).

Reports of drug use or aberrant behavior which are not confirmed by supervisory observations shall not constitute reasonable suspicion.

APPENDIX B
DRUG AND ALCOHOL POLICY (CONTINUED)

No reasonable suspicion testing may be conducted without the written order of a supervisor. The supervisor must document in writing who is to be tested and why the test was ordered, including the specific objective facts constituting reasonable suspicion leading to the test being ordered, and the names of any source(s) of all of this information. One copy of this document shall be given to the bargaining unit employee before he/she is required to be tested, and one copy shall be provided to the Union immediately. After being given a copy of the document, the affected bargaining unit employee shall be allowed enough time to read and understand the entire document. Failure to follow any of these procedures shall result in the elimination of the test results as if no test had been administered, the test results shall be destroyed, and no discipline shall be levied against the bargaining unit employee.

When the supervisor has reasonable suspicion to believe that a bargaining unit employee is using, consuming or under the influence of an alcoholic beverage, non-prescribed controlled substance (other than over-the-counter medications), and/or non-prescribed narcotic drug while on duty, the supervisor will notify the Department Head for the purpose of observation and confirmation of the employee's condition. The employee will be offered an opportunity to give an explanation of the condition, such as reaction to a prescribed drug, fatigue, lack of sleep, exposure to noxious fumes, reaction to over-the-counter medication or illness, and be afforded the opportunity one time during the term of this agreement to take sick leave at that time. A Union representative shall be present during such explanation and shall be entitled to confer with the employee before the explanation is requested. If the Department Head, after observing the employee, also has reasonable suspicion to believe that the employee is using, consuming and/or under the influence of an alcoholic beverage, non-prescribed controlled substance, or non-prescribed narcotic drug while on duty, then, by a written order signed by the Department Head/Supervisor, the employee may be ordered to submit to toxicology testing designed to detect the presence of alcohol, chemical adulteration, marijuana metabolites, cocaine metabolites, opiates, amphetamines, and phencyclidine in accordance with the procedure set forth below.

4. Random Drug Testing. In addition to individualized reasonable suspicion testing, those members of the bargaining unit occupying "safety sensitive" positions shall also be subject to random drug testing. Employees selected for random testing shall be given written notice of the selection, and report to the testing facility in accordance with the established testing procedure.
5. Refusal to Test/Cooperate. Refusal to submit to toxicology testing after being ordered to do so, cooperate at any stage of the testing procedure, or report to the testing facility as ordered shall constitute a positive test and be considered insubordination. A bargaining unit member that refuses to test or cooperate during the testing procedure shall be subject to termination under the terms of this policy.
6. Blood and Alcohol Test Procedure. The following procedure shall apply to blood and urine tests administered to bargaining unit employees:

APPENDIX B
DRUG AND ALCOHOL POLICY (CONTINUED)

- A. The Employer may request urine samples only. Employees, at their sole option, shall, upon request, receive blood tests in lieu of urine tests. Urine and blood specimens shall be drawn or collected at the laboratory; hospital or medical facility at which the specimen is to be tested. If this is not possible, then a Union representative shall be permitted to accompany the specimen from the site where it is collected to the laboratory where it is to be tested. A Union representative shall be allowed to accompany the employee to the test and observe the collection, bottling, and sealing of the specimen. No employee of the Employer shall draw blood from a bargaining unit employee. The employee shall not be observed when the urine specimen is given. Employees shall choose three (3) specimen containers from a lot of at least twelve (12) identical containers. All specimen containers and vials and bags used to transport them shall be sealed with evidence tape and labeled in the presence of the employee and the Union representative.
- B. The testing shall be done by a laboratory certified by the State of Ohio as a medical and forensic laboratory which complies with the Scientific and Technical Guidelines for Federal Drug Testing Programs and the Standards for Certification of Laboratories Engaged in Urine Drug Testing for Federal Agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the U.S. Department of Health and Human Services, and which is chosen jointly by the Union and the Employer.
- C. The Federal DOT Drug Testing levels/standards as amended shall be used. Currently, the following standards shall be used to determine what levels of detected substances shall be considered as positive:

	Initial Screen(Ng/ml)	Confirmatory Screen(Ng/ml)
Marijuana metabolites	50	15
Cocaine metabolites	150	150 (Note: Same)
Opiate metabolites	300*	100
Phencyclidine (PCP)	25	25
Amphetamines	500	250 amphetamine 250
methamphetamine		
Opiates (Codeine/Morphine)	2,000 ng/ml	2,000 ng/ml
Oxycodone (oxycontin)/Oxymorphone	100 ng/ml	100 ng/ml
Propoxyphene (e.g. davan/darvocet)	300 ng/ml	300 ng/ml
Benzodiazepines (e.g. xanax/vicoden)	300 ng/ml	300 ng/ml
Barbiturates (CNS depressants)	200 ng/ml	200 ng/ml
Amphetamine ,	500 ng/ml	250ng/ml
Methamphetamine, MDMA/MDA(Ecstasy)		
6-Acetylmorphine	10 ng/ml	10 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml
*25 Ng/ml if immunoassay specific for free morphine		

APPENDIX B
DRUG AND ALCOHOL POLICY (CONTINUED)

- D. Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such.
- E. At the time the urine specimens or blood samples are collected, three (3) samples shall be taken. Two (2) samples will be sent to the laboratory to be tested at the Employer's expense. In order to be considered positive, both samples must be tested separately in separate batches and show positive results on the GCMS confirmatory test. The third sample or specimen shall be collected in a separate container and shall be sealed in the presence of an Employer and a Union witness with evidence tape, which tape shall be signed by both Witnesses. This third sample shall be made available to the employee for testing by a laboratory selected by the Union. The cost of testing the third sample shall be borne by the Union or the employee.
- F. If the results of the tests administered by the Employer on the two samples shows that the employee while on duty was under the influence of or drank, smoked, ingested, inhaled or injected alcoholic beverages, non-prescribed narcotics, marijuana, cocaine, PCP, or non-prescribed amphetamines, appropriate discipline may be imposed by the Employer after the following procedure has been followed: the employee and the Union shall be presented with a copy of the laboratory report of both specimens before any discipline is imposed. The Union and the employee shall have seventy-two (72) hours to present to the Employer any different results from the test of the third sample conducted by a laboratory selected by the Union. However, the failure of the Union or employee to have the third test performed or to present the results to the Employer shall not be used against the employee as a basis for discipline or in any arbitration proceeding. After considering the results of the third test performed for the Union, if presented, the Employer may discipline the employee provided that any discipline imposed for the first offense in any twenty- four (24) month period and any grievance filed in response thereto shall be held in abeyance pending voluntary completion by the employee of a substance abuse treatment program mutually agreed upon between the Employer and the employee, the cost of which shall be covered by the Employer's group health insurance as any other illness. If the employee successfully completes such a program and is not disciplined for substance abuse for twenty-four (24) months following the initial charge, the discipline shall be revoked and shall not be used as the basis for any other disciplinary action in the future.

Employees who seek voluntary assistance for alcohol and substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs shall be subject to all

APPENDIX B
DRUG AND ALCOHOL POLICY (CONTINUED)

Employer rules, regulations, and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

Results of urine and blood tests performed hereunder will be considered medical records and held confidential to the extent permitted by law. Tests shall only be performed for alcohol, chemical adulteration, marijuana metabolites, cocaine metabolites, opiates, amphetamines and phencyclidine and the laboratory shall only report on the presence or absence of these substances. Tests for other drugs shall not be performed and, if such tests are performed, the results of such other tests shall not be reported to the Employer.

SIDE LETTER
CONTACT HOURS

Section 1. Bargaining unit members that are required to complete licensure-related contact hours (i.e., continuing education hours) shall suffer no loss in pay for attending contact hours training during work hours.

Section 2. The City agrees that it will reimburse/cover the expenses related to attendance at licensure related contact hours (i.e., continuing education hours) required of bargaining unit members where such licensure is required for their position.

SIDE LETTER
SAFETY-SENSITIVE POSITIONS

The City agrees that it will compile and post a list of safety-sensitive positions within thirty (30) days of execution of the parties' agreement.

SIDE LETTER
DRUG TESTING

The parties agree that if all safety-sensitive employees of the City are not made part of the City's random testing pool, then bargaining unit employees shall only be subject to reasonable suspicion testing.

SIDE LETTER
TEMPORARY HIRES

Section 1. Bargaining unit members agree that during the period of fiscal emergency the City shall have the ability to hire temporary employees in bargaining unit classifications in order to supplement City operations and better provide services to the citizens of the City of Campbell.

Section 2. The parties agree that prior to using temporary workers the Employer will offer the work to Gary Bendarik.

Section 3. Temporary employees shall not be covered by nor eligible for wages rates/benefits provided under the parties' collective bargaining agreement.

Section 4. The Employer agrees that the use of temporary employees shall not cause a reduction in force or regularly scheduled hours for bargaining unit members.

SIDE LETTER – SICK LEAVE CONVERSION IN
EVENT OF SALE OR TRANSFER OF WATER TREATMENT PLAN

The parties agree that in the event the City sells or transfers operation of the City-owned Water Treatment Plant during the term of this agreement that, for purposes of Article 15, Sick Leave, Section 15.8, any bargaining unit members who are involuntarily separated from

employment with the City of Campbell as a result of said transfer or sale shall be eligible to convert their accumulated but unused sick leave under Section 15.8. Any bargaining unit members with less than ten (10) years service with the City shall be eligible only to receive conversion at a rate of forty percent (40%) up to four hundred eighty (480) hours total.

MEMORANDUM OF UNDERSTANDING
JANUS DECISION/FAIR SHARE FEE ARRANGEMENTS

The parties agree that should the United States Supreme Court modify or reverse its Janus position, or action be taken by a Federal or State entity with legislative jurisdiction and authority to provide for an alternative or modified collection/enforcement mechanism, that the Union may request mid-term bargaining to negotiate a legally permissible structure for the deduction of what was previously known as fair share fees.

MEMORANDUM OF UNDERSTANDING
PRIOR BASE HOURLY WAGE RATES PAID SINCE JANUARY 1, 2017

The City of Campbell and AFSCME Local 759, Ohio Council 8, agree that all bargaining unit members employed at any point in time since January 1, 2017, have been paid the appropriate base rate of pay regardless of the terms of the parties’ prior agreement, and that there shall be no repayment by any bargaining unit members related to any claim that they were paid an incorrect base rate of pay. The parties agree further that effective the first full pay period January 1, 2019, that Appendix A shall provide the base wage rates for the applicable classifications held by bargaining unit members.

MEMORANDUM OF UNDERSTANDING
EQUITY ADJUSTMENTS

Section 1. The parties agree that those individuals identified below shall, effective with the first full pay period following January 1, 2019, be adjusted as follows:

Employee Name	Position	Prior Rate	Equity Increase	New Base Rate of Pay
Gary Bednarik	Working Foreman	\$16.92	\$1.50	\$18.42
Shawn McCormick	Operator Class III	\$18.17	\$1.50	\$19.67
Vince Falasca	Mechanic	\$16.31	\$1.00	\$17.31

The above rates shall not include any CDL, Licensure, or other pays and are only to represent base hourly rates of pay.

Section 2. The parties agree that the above equity increases (See Section 1) are specific to the bargaining unit member and their current classification/position. The parties further agree that such equity increase shall not follow the specific bargaining unit member in the event they are re-assigned or transfer to a different classification/position within the bargaining unit nor shall they transfer to any other bargaining unit member.

Section 3. The parties agree that first full pay period following January 1, 2019, Michael Bobic shall receive a seventy-five cent (\$.75) per hour supplement in recognition of his CDL licensure which shall be paid in addition to his base wage rate under Appendix A for all hours worked.

MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF CAMPBELL AND AFSCME LOCAL 759
RE: TEMPORARY BACKHOE OPERATOR RATE

The following is an understanding between the City of Campbell (“Employer”) and AFSCME Ohio Council 8 and Local 759 (“Union”) in order to incentivize employee David Ramirez (“Employee”) to perform the duties of Plant Maintenance Man/Designated Heavy Equipment Operator.

Whereas, the parties agree as follows

1. That David Ramirez shall be paid a base rate of \$19.25 per hour and shall be eligible for one (1) licensure supplement, not to exceed an additional \$.75/hour, above said base rate;
2. That David Ramirez shall perform the duties as Designated Heavy Equipment Operator as assigned by the Employer, including but not limited to operating a backhoe and other equipment he is qualified to operate in service of the Employer’s operational needs;
3. That David Ramirez shall be required at the Employer’s direction to train other AFSCME Local 759 members to operate the backhoe and other equipment; and,
4. That other AFSCME Local 759 staff that are adequately trained to operate a backhoe shall be eligible to receive a \$.50/hour supplement for all hours assigned to perform Heavy Equipment/Backhoe Operator duties in Mr. Ramirez’s absence, in accordance with Article 33, Section 5.

This Memorandum of Understanding shall take effect with the pay period starting March 18, 2018, and shall expire as such time that the employee no longer performs the duties of Designated Heavy Equipment Operator.

This Memorandum of Understanding contains the entire agreement between the Employer and the Union.

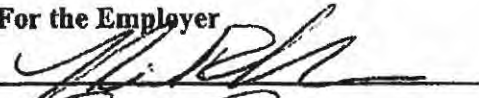
MEMORANDUM OF UNDERSTANDING
Pension Pick-up

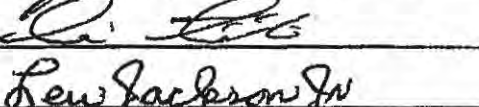
The parties recognize that the AFSCME full-time bargaining unit members have historically received a pension pick-up through the City at a rate of four and one-half percent (4.5%). For all bargaining unit members hired on or before December 31, 2020, the City shall continue to pay four and one-half percent (4.5%) of the employee contribution to the Ohio Public Employees Retirement System (O.P.E.R.S). Bargaining unit members hired on or after January 1, 2021 will not be eligible for the pension pick-up outlined above.

MEMORANDUM OF UNDERSTANDING
ME-TOO AGREEMENT

In the event that the Employer provides any bargaining unit employees a general wage increase for years 2021, 2022, or 2023 the Union may request a meeting to discuss a wage reopener for the years at issue.

For the Employer




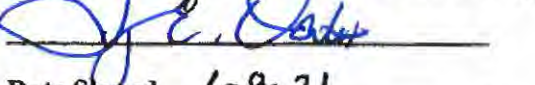


Lew Jackson Jr

Date Signed 1-5-21

For the Union





Date Signed 1-8-21