

June 21, 2018

Jane Howington, City Manager
City of Hudson
115 Executive Parkway, Suite 400
Hudson, Ohio 44236

Re: City of Hudson and OPBA – SERB Case 2017-MED-03-0447

Dear Jane:

Enclosed is the original, executed Settlement Agreement from yesterday's conciliation hearing.

Sincerely,



Fredrick W. Englehart

FWE/cm
Enclosure

SETTLEMENT TERMS

June 19, 2018

SERB Case 2017-MED-03-0447 – Conciliator E. William Lewis

City of Hudson and OPBA

Changes from current contract language are indicated in **bold**.

Article 7.5 Provided that regardless of the above Sections of this Article, the City may implement a new work schedule after meeting with the Union and giving **60 days'** notice of such proposed change.

Article 7.9 Training.

(A) For purposes of this Article, all mandatory training (such training as directed by the Chief), including travel time for distances in excess of thirty (30) miles in each direction, shall be considered time worked. **The Employer agrees that it will not change an employee's shift such that a mandatory training day falls on the employee's day off. However, if the Employer does so, those training hours falling on an employee's day off shall be paid at time-and-one-half the employee's regular rate of pay.**

Article 7.11 Shift Differential Eligibility.

A shift differential of **\$0.75** per hour will be paid to eligible employees, effective July 1, 2018. **A shift differential of \$1.00 per hour will be paid to eligible employees, effective January 1, 2020.** To be eligible for this shift differential, an employee must be either: (1) regularly assigned to a shift that starts at 6:00 p.m. through the formal bidding process; or (2) work four (4) or more consecutive hours between the hours of 6:00 p.m. and 6:00 a.m.

Article 8 SALARIES AND OTHER COMPENSATION

Section 8.1 Annual Base Pay

Rank	Annual Compensation <u>Effective 7/1/18</u>	Annual Compensation <u>Effective 1/1/19</u>	Annual Compensation <u>Effective 1/1/20</u>
Ptl. 4 th Gr.	\$51,459.20 \$24.74/hr	\$52,478.40 \$25.23/hr	\$53,518.40 \$25.73/hr
Ptl. 3 rd Gr.	\$56,992.00 \$27.40/hr	\$58,136.00 \$27.95/hr	\$59,300.80 \$28.51/hr
Ptl. 2 nd Gr.	\$63,169.60 \$30.37/hr	\$64,438.40 \$30.98/hr	\$65,728.00 \$31.60/hr
Ptl. 1 st Gr.	\$70,054.40 \$33.68/hr	\$71,448.00 \$34.35/hr	\$72,883.20 \$35.04/hr

Article 8.4 Out-of-Classification Work.

(A) Definition: For the purpose of this Article, out-of-classification work shall mean the assignment to a classification in a higher labor grade. Such an assignment shall be referred to as “acting status.”

(B) Payment: An employee who is assigned to perform out-of-classification work for a period of **four (4)** consecutive regular work hours or longer shall, for all hours worked in such capacity, receive a wage rate to be determined by:

Adding 5% to the employee’s current regular hourly rate and then placing the employee at the step in grade of the higher classification which is closest to this hourly rate without being less.

Article 12.2 Bereavement Leave

Replace current contract language with the following:

Bargaining unit employees will be provided bereavement leave for relatives as follows: the death of an employee's spouse, child (including spouses of children and step or foster children), parent (including step-parents), grandparent, grandchild, sibling (including spouse), and in-law relatives consisting of the employee's spouse's parent (including step-parents), grandparent, child (including spouses of children and step or foster children), grandchild and sibling (including spouse), provided that such leave shall not exceed four (4) **regular work** days, and such leave shall not be deducted from the balance of the employee's accumulated sick leave.

Article 33 DURATION

This Agreement represents an understanding between the Employer and the OPBA from the date of the **Conciliator's Award** through **December 31, 2020**, and thereafter from year to year, unless at least ninety (90) days prior to said expiration date, or any anniversary thereof, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions. If such notice is given, negotiations shall be promptly commenced and this Agreement shall remain in full force and effect until an amended Agree is agreed to or, on or after **December 31, 2020**, either party gives ninety (90) days' notice of an intention to terminate this entire Agreement.

For the City:

For the Union:

Jane Hovington Date: 6/19/18

[Signature] Date: 6/19/18

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

E. William Lewis Date: 6/19/18

Conciliator E. William Lewis