

ORDINANCE NO. 2013- 48

AN ORDINANCE RATIFYING AND APPROVING ON BEHALF OF THE CITY OF CLYDE, OHIO, THE CONTRACT REOPENER WITH BARGAINING UNIT A, LOCAL 1940, OHIO COUNCIL 8 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, FOR THE PERIOD EXPIRING ON DECEMBER 31, 2014 RELATIVE TO WAGES, BENEFITS AND EMPLOYMENT POLICIES GOVERNING CERTAIN EMPLOYEES OF THIS MUNICIPALITY; AND DECLARING AN EMERGENCY.

WHEREAS, this Council did by Ordinance No. 1983-32 recognize Local 1940, Ohio Council 8 of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as "Union") as the sole and exclusive bargaining representative for the purpose of negotiating wages, hours and other conditions of employment for those permanent, part-time and full-time employees of this City included in the bargaining units; and

WHEREAS, this City, through its negotiation team, has from time to time over the last month been negotiating with said "Union" relative to *the wage and insurance reopener* agreed to in the contract; and

WHEREAS, this Council has been informed that said "Union" and said City's duly authorized negotiating team have reached an agreement concerning the above matters, and

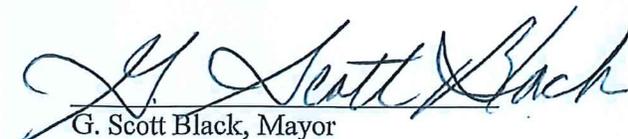
WHEREAS, this Council now desires to approve and ratify said contract.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Clyde, State of Ohio:

SECTION 1. That the contract reopener heretofore negotiated between the City's negotiating team and the "Union" for Bargaining Unit A as above described, which is attached hereto and marked "Exhibit A" be, and the same is hereby adopted, confirmed and ratified in all respects and the proper representatives of the City of Clyde, Ohio are authorized to execute the same in its name and on its behalf.

SECTION 2. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, welfare and safety of the residents of the City of Clyde and for the further reason that the immediate adoption of this legislation will assure continued and orderly administration of City services, therefore, this Ordinance shall take effect and be in force immediately upon its passage.

PASSED: 12-3-13


G. Scott Black, Mayor

ATTEST: Janet R. Dickman
Clerk of Council

APPROVED AS TO FORM:

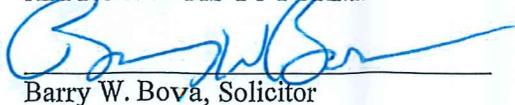

Barry W. Bova, Solicitor

EXHIBIT A
BARGAINING UNIT A

SECTION 30.3. The parties agree the change to SuperMed Plus PPO Network. Employees will pay no more than a yearly deductible of \$250.00 per person, or \$500.00 per family. Employees will pay an Office Visit Copay of \$25.00 for Primary Care Physicians, a \$40.00 Office Visit Copay for Specialists and for In Network Providers. Employees will pay an Urgent Care Copay of \$50.00 and \$150.00 for Emergency Room for In Network Providers unless admitted. The prescription drug card shall be a co-pay of \$5/\$15/\$25, with double co-pays for a 90-day supply via mail order. Any and all other expenses are covered at one hundred percent (100%). (U.C.R. – Usual, Customary, Reasonable)

ARTICLE 40
WAGES

SECTION 40.1. Base Rate of Pay

JOB CLASSIFICATION	Previous 2011	16-Oct 2011	01-Jan 2013	01-Jan 2014
Foreman, GSD, EDS	\$24.73	27.20	28.02	28.02
Auto Mechanic I	\$16.34	17.97	18.51	18.51
Auto Mechanic II	\$17.26	18.99	19.56	19.56
Auto Mechanic III	\$19.81	21.79	22.44	22.44
Class I, Operator, WTP	\$18.92	20.81	21.43	21.43
Class II, Operator, WTP	\$19.80	21.78	22.43	22.43
Class III, Operator, WTP	\$20.75	22.83	23.51	23.51
Class I, Operator, WWTP	\$18.92	20.81	21.43	21.43
Class II, Operator, WWTP	\$19.80	21.78	22.43	22.43
Class III, Operator, WWTP	\$20.75	22.83	23.51	23.51
Building Maintenance Tech. Equipment, Operator I	\$16.26	17.89	18.43	18.43
Equipment, Operator II	\$19.53	21.48	22.12	22.12
Equipment, Operator II	\$20.41	22.45	23.12	23.12
Finance Clerk I	\$17.11	18.82	19.38	19.38
Finance Clerk II	\$18.00	19.80	20.39	20.39
Laborer I	\$14.44	15.88	16.36	16.36
Laborer II	\$15.92	17.51	18.04	18.04
Meter Reader	\$16.54	19.19	19.77	19.77
Water Distribution Tech. I	\$19.02	20.92	21.55	21.55
Water Distribution Tech. II	\$19.95	21.95	22.61	22.61
Sewer Collection Tech. I	\$19.02	20.92	21.55	21.55
Sewer Collection Tech. II	\$19.95	21.95	22.61	22.61
Water/Sewer Tech. I	\$22.37	24.61	25.35	25.35
Water/Sewer Tech. II	\$23.26	25.59	26.36	26.36
Uncertified Operator, PT, WTP/WWTP	\$14.72	16.19	16.68	16.68

EXHIBIT A
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Certified Operator, PT, WTP/WWTP	\$16.06	17.67	18.20	18.20
School Crossing Guard	\$11.73	12.90	13.29	13.29
Service Tech I	\$16.84	18.52	19.08	19.08
Service Tech II	\$17.71	19.48	20.06	20.06
Service Tech III	\$18.59	20.45	21.06	21.06
Uncertified Operator I, Probationary	\$17.97	19.77	20.36	20.36
Uncertified Operator II	\$18.25	20.08	20.68	20.68
Unskilled Labor	\$12.41	13.65	14.06	14.06
Laboratory Operator, WWTP, Prov.	\$20.75	22.83	23.51	23.51

SECTION 43.1. This Contract shall be effective on the date of January 1, 2014 and shall remain in force and effect until December 31, 2014, 12:00 midnight, provided however, that it shall be renewed automatically on its termination date for another year in the form in which it has been written, unless either party gives written notice to the other party of their desire to negotiate, modify or amend this Contract. The party desiring to negotiate, modify or amend this Contract between the parties shall give written notice no earlier than one hundred twenty (120) calendar days, nor no later than ninety (90) calendar days prior to the expiration date of this Contract. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent to negotiate.