

MEMORANDUM OF UNDERSTANDING (M.O.U.) BETWEEN THE CITY OF ASHTABULA, OHIO AND OHIO COUNCIL 8 / A.F.S.C.M.E. LOCAL 1197

JULY \_\_\_\_\_, 2013

The President of Council on behalf of the Ashtabula City Council as appointing authority for the Auditor's Division, and the Ashtabula City Manager as appointing authority for the other Divisions of the City of Ashtabula; and Ohio Council 8/ A.F.S.C.M.E. and A.F.S.C.M.E. Local 1197 on behalf of the employees covered by the current Collective Bargaining Agreement (CBA) between the City of Ashtabula and A.F.S.C.M.E. Local 1197, do hereby agree and contract as follows:

1. Should the employer create or fill the position of Human Resources & Payroll Administrator with duties substantially the same as those identified in the "City of Ashtabula Job Description" attached hereto, the parties acknowledge that such position constitutes both a "confidential" position and a "supervisor" as defined in R.C. Section 4117.01(C)(6) and (C)(10), and shall not be a position included within the Bargaining Unit.

2. The employer has indicated it may create the following positions, which the parties stipulate are covered by the current CBA, in the Division of Auditor and/or Division of Finance at the following rates of pay:

	<u>Hired prior to May 1, 2012</u>		<u>Hired after May 1, 2012</u>	
	<u>05/01/12</u>	<u>05/01/13</u>	<u>05/01/14</u>	<u>05/01/12</u>
Accounting Assistant:	20.8012	21.2172	21.6416	18.5357
Income Tax Specialist		22.2500	22.2500	20.2300
Part Time and Full Time:				
Finance Clerk, Grade 1:				14.0000
Finance Clerk, Grade 2:				14.2100
Finance Clerk, Grade 3:				14.4230
Finance Clerk, Grade 4:				14.6390
Finance Clerk, Grade 5:				14.8590

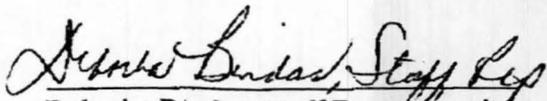
3. The employer may re-classify existing employees into the corresponding positions created as set forth above for the Finance Department including:

<u>From</u>	<u>To</u>
Data Processing Accountant /Programmer	Accounting Assistant:
PT Clerical	Finance Clerk
Administrative Assistant / Income Tax	Income Tax Specialist

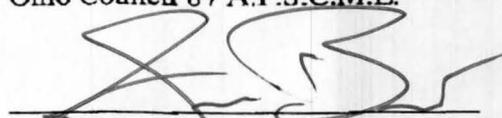
4. In the event of a reclassification of existing employees as set forth in paragraph 3, above, the former position shall be deemed to be abolished.

5. All other terms, conditions and provisions of the current Collective Bargaining Agreement shall remain unchanged and unaffected by this M.O.U.

FOR THE UNION:

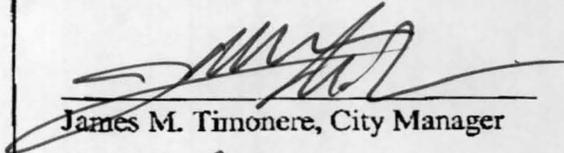


Deborha Bindas, Staff Representative  
Ohio Council 8 / A.F.S.C.M.E.

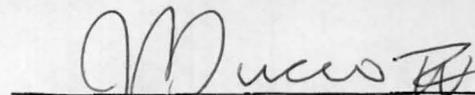


Joseph Bento, President  
A.F.S.C.M.E. Local 1197

FOR THE EMPLOYER:

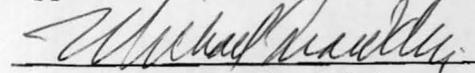


James M. Timonere, City Manager



I.P. Ducro IV, President  
Ashtabula City Council

Approved as to form & correctness:



Michael Franklin, City Solicitor

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1. All part-time employees in the Bargaining Unit shall be deemed to have seniority, accruing at one-half (50%) of the rate of a full-time Bargaining Unit member, for all purposes upon which seniority has an effect, including eligibility to bid on new or vacant positions, departmental seniority, displacement rights and layoff procedures.

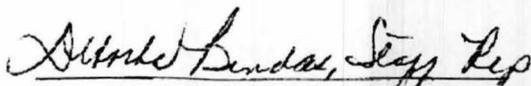
2. The seniority for such purposes shall be retroactive to the date of each affected employee's hire, subject to the provisions of paragraph 3, below.

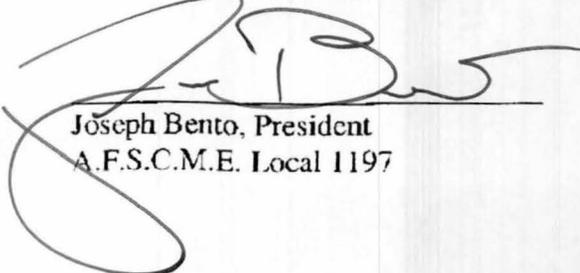
3. This M.O.U. shall not affect or change any layoffs, job awards or promotions occurring prior to July 25, 2013. No grievance hereafter filed or currently pending related to such previous layoffs, job awards or promotions may be based upon or affected by this M.O.U.

4. Part-time employees shall accrue sick leave and vacation leave on a pro-rated basis in the same proportion as their scheduled work week bears to a standard 40-hour work week. This provision is effective as of July 25, 2013, but shall not serve to reduce the balance of any sick leave or vacation leave already accumulated by any part-time employee as of July 25, 2013.

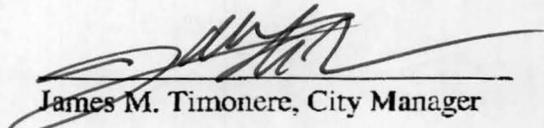
5. All other terms, conditions and provisions of the current Collective Bargaining Agreement shall remain unchanged and unaffected by this M.O.U.

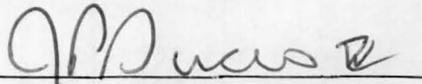
FOR THE UNION:

  
Deborha Bindas, Staff Representative  
Ohio Council 8 / A.F.S.C.M.E.

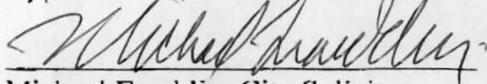
  
Joseph Bento, President  
A.F.S.C.M.E. Local 1197

FOR THE EMPLOYER:

  
James M. Timonere, City Manager

  
J.P. Ducro IV, President  
Ashtabula City Council

Approved as to form & correctness:

  
Michael Franklin, City Solicitor