



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**OHIO COUNCIL 8, AFL-CIO  
AMERICAN FEDERAL OF STATE, COUNTY AND MUNICIPAL EMPLOYEES**

**ON BEHALF OF**

**LOCAL 2182**

**AND**

**THE CITY OF CONNEAUT, OHIO**

**JANUARY 1, 2010 - DECEMBER 31, 2012**

2009-2012  
AFSCME  
COLLECTIVE BARGAINING AGREEMENT

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## **AGREEMENT**

This Agreement is made and entered into this \_\_\_ day of February, 2011, by and between the City of Conneaut, Ohio, hereinafter referred to as "Employer," and Ohio Council 8, Local 2182, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as "the Union." The purpose of this Agreement is to provide an orderly collective bargaining relationship between the City and Union, to enable employees covered by this Agreement to participate through Union representation in the establishment of terms and conditions of their employment, to secure a prompt and fair disposition of grievances, and to establish a peaceful procedure for the resolution of all differences between the parties as to the terms of this Agreement. All terms and definitions of this Agreement are to be in accordance with the Ohio Revised Code Section 4117.

### **ARTICLE 1 - RECOGNITION**

**SECTION 1.** The City recognizes the Union as the sole and exclusive representative for all employees in the job classification of the bargaining unit, as set forth in Appendix B, for the purpose of establishing rates of pay, wages, hours, and other conditions of employment.

**SECTION 2.** The male pronoun or adjective where used herein refers to females also, unless otherwise indicated. The term "employee" or "employees" herein refers to all employees in the bargaining unit.

### **ARTICLE 2 - UNION SECURITY CHECK-OFF**

**SECTION 1.** It is hereby agreed that all present employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall have the right to revoke such authorization by giving written notice to the City and Union during the first twenty (20) days of the thirty (30) day period preceding the termination of this Agreement and the authorization card shall state clearly on its face the right of an employee to revoke during this period, and the Union agrees to save harmless the City in any dispute that could arise over the issue of Union Security, Dues Check Off, and/or Union Membership.

**SECTION 2.** It is further agreed that employees covered by this Agreement who become members of the Union following the effective date of this Agreement shall remain members for the duration of the Agreement.

- a) It is further agreed that the Union shall notify the City in writing relative to all new employees who become members of the Union.
- b) It is further agreed that Union membership shall be autonomous to the Union and Union shall hold the City harmless from any dispute arising out of Union membership.

**SECTION 3.** The City agrees to deduct monthly Union dues in whatever sum is authorized by the Union from the pay of employees who sign or have signed an authorization or check-off card.

**SECTION 4.** Deductions will be made from the pay earned during the second pay of each month or, if that is insufficient, a subsequent pay period.

**SECTION 5.** The City's obligation to make deductions shall terminate automatically upon termination of employment, transfer to a job classification excluded from this Agreement, or layoff.

**SECTION 6.** All deductions under Section 3 shall be transmitted to the Union no later than the tenth (10<sup>th</sup>) day following the end of the second pay of each month. The City will furnish the Union with an alphabetical list of all employees whose dues have been deducted and the amount deducted from each employee together with the dues deduction check.

- a) Other provisions of this Agreement notwithstanding, effective April 1, 1984, all employees in the bargaining unit who, sixty (60) days from date of hire are not members in good standing of the Union, shall pay a fair share fee to the Union as a condition of employment. The fair share fee amount shall be certified to the City by the Treasurer of the Local Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and shall not require a written authorization for payroll deduction. Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein.

### **ARTICLE 3 - NON-DISCRIMINATION**

**SECTION 1.** Both the City and the Union recognize their respective responsibilities under Federal and State Civil Rights Laws, fair employment practice acts, and other similar constitutional and statutory requirement. Therefore, both parties hereby reaffirm their legal commitments not to discriminate in any manner relating to employment or union membership on the basis of race, color, creed, national origin, age or gender.

**SECTION 2.** The City agrees that there shall be no discrimination, interference, restraint, coercion or reprisal by the City against any employee for employment because of Union membership or because of any lawful activity in an official capacity on behalf of the Union.

### **ARTICLE 4 - UNION REPRESENTATION**

**SECTION 1.** Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the Grievance Procedure shall be known as "Stewards." Each Steward shall have an alternate who shall act as the Steward when the Steward is absent from work.

**SECTION 2.** The Steward shall represent one department as agreed upon by the parties in negotiations. If the need arises to adjust either the number of Stewards as provided in this Agreement or the agreed upon areas of representation, the City and the Union will endeavor to resolve the matter in a mutually satisfactory manner.

**SECTION 3.** The Local Union President and Union Stewards shall investigate and process grievances and attend grievance step meetings with the City during his or her regular working hours without loss of pay.

**SECTION 4.** A Steward having an individual grievance in connection with his own work may ask for the Local Union President to assist him in adjusting the grievance with his supervisor.

**SECTION 5.** There shall be a Union Grievance Committee consisting of the Local Union President, Vice-President, and Stewards to be selected by the Union.

**SECTION 6.** At least once each quarter or more often if the need arises, there shall be a Labor/Management meeting with the Union Committee and the City Manager. The purpose of these meetings shall be to (a) discuss grievances which are pending at the final step of the grievance procedure, and (b) discuss matters of mutual interest relating to the employees covered by this Agreement.

**SECTION 7.** The Union shall within thirty (30) days of the effective date of this Agreement, furnish the City with a written list of the Local Union Officers, Stewards, and Alternate Stewards, indicating the departments and classifications to which each is assigned and further, shall notify the City in writing of any changes.

**SECTION 8.** The employer agrees to deduct voluntary contributions to the American Federation of State, County, and Municipal Employee's International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee, upon receipt from the Union of an individual written authorization card, voluntarily executed by the Employee. The Union will certify the contribution amount to the Employer. Moneys deducted shall be remitted to the Union within ten (10) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to:

AFSCME, AFL-CIO  
P.O. Box 65334, Washington, DC 20035

The payment shall be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of each deduction. This list must be separate and apart from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted.

An employee shall have the right to revoke such authorization at any time by giving written notice to the Employer and the Union. The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues and Fair Share Fee deductions.

**SECTION 9.** This Agreement is entered into by the City of Conneaut and Local 2182, AFSCME, Ohio Council 8, AFL-CIO, to ensure an environment of labor peace at the Employer's premises during the exercise by the Employer's employees of their rights under ORC 4117, the Ohio Public Employee Collective Bargaining Act, and to avoid any picketing or economic action directed against the Employer during any organizing campaign.

The Employer and the Union mutually recognize that Ohio law guarantees workers the right to form, join, or select any labor organization to act as the workers' exclusive bargaining representative for the purpose of collective bargaining with the Employer or to refrain from such activity.

The Employer agrees that it will not take any action, make any statement, hold any meeting or do anything which will directly or indirectly say or imply that the Employer opposes unionization by its employees. The Union agrees it will not coerce any worker in its efforts to obtain authorization cards.

If the Union provides written notice to the Employer of its intent to organize the Employer's employees, the Employer will not interfere with or deny the Union access to its premises.

Within five (5) working days following the receipt of the Union's written notice to organize the Employer's employees, the Employer will furnish the Union with a complete list of all workers in all job classifications in order for the parties to ascertain and agree upon the appropriate bargaining unit. The Employer will designate which workers are full time, part time supervisory or management employees.

The Union may request recognition as the exclusive bargaining representative for all employees, excluding supervisors and managers. Within five (5) working days after this request, the parties will select an arbitrator who is mutually agreeable to both parties. The arbitrator will be a neutral third party who will conduct a card check of the authorization cards within ten (10) working days of the arbitrator's selection. If the card check shows a majority of the employees have selected or designated the Union as its bargaining representative, the Employer agrees it will not file an objection to any petition for voluntary recognition filed by the Union with the State Employment Relations Board to represent those employees or, where appropriate, will execute a joint petition for amendment of certification to accrete the employees into the existing bargaining unit.

The parties agree any disputes concerning the application or interpretation of this Agreement will be referred to expedited arbitration. The arbitration will convene within ten (10) working days of the dispute. The arbitrator will be the neutral third party selected to conduct the card check. The arbitrator shall have the authority to order the non-compliant party to comply with this Agreement.

### **ARTICLE 5 - DISCIPLINE**

**SECTION 1.** The following disciplinary actions shall cease to have force and effect after the applicable time periods outlined below unless there is intervening discipline action taken during the applicable time period or the employee has been subjected to disciplinary action for a like or similar offense.

- |   |                         |
|---|-------------------------|
| 1) Verbal Reprimand                       | Six (6) months          |
| 2) Written Reprimand                      | Twelve (12) months      |
| 3) Suspension of three (3) days or less   | Twenty-four (24) months |
| 4) Suspension of more than three (3) days | Thirty (30) months      |

### **ARTICLE 6 - GRIEVANCE PROCEDURE**

**SECTION 1.** It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the City. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving grievances. Actions by the City or the Union which tend to impair or weaken the grievance procedure are improper.

**SECTION 2.** A grievance is a dispute or difference between the City and Union, or between the City and the employee concerning the interpretation and/or application of and/or compliance with any provision of this Agreement, including all disciplinary action, and when any such grievance arises, the following procedure shall be observed.

**STEP 1.** The Union President or his authorized representative, with the aggrieved employee, shall take up the grievance or dispute with the department head within ten (10) business days of the grievance or his knowledge of its occurrence. The department head shall meet with the Union Representative and the employee within five (5) business days after notice of the grievance has been given. The department head shall respond within five (5) business days.

**STEP 2.** If the grievance is not resolved at Step 1, the Union may appeal the grievance to the City Manager in writing within five (5) business days after receipt of the Step 1 answer. Within ten (10) business days of the Step 1 appeal, the City Manager shall meet with the Union Representative, the AFSCME Ohio 8 Council Staff Representative, and the employee to discuss the Step 1 appealed grievance. If the grievance is not settled at Step 2 with the City Manager, he shall issue a written answer within ten (10) business days after the Step 2 meeting.

**STEP 3.** If the grievance is not resolved at Step 2 of the procedure, the parties may agree to submit the grievance(s) to non-binding grievance mediation if the subject matter of the grievance is one that would be amenable to mediation. The parties shall, within ten (10) business days, jointly contact a mediator from either the Ohio State Employment Relations Board (SERB) or the Federal Mediation and Conciliation Services (FMCS) to hear the grievance(s) in question. The mediator shall issue a non-binding opinion on the merits of the case. The decision shall be issued at the close of the hearing on the day of the hearing.

Neither party may use the opinion of the mediator as evidence in any further proceeding involving the grievance in question.

**STEP 4.** If the grievance is not satisfactorily settled at Step 3 or if the parties do not exercise Step 3 mediation, the Union may, within ten (10) business days after receipt of Step 2 or the Step 3 answer, whichever is applicable, of its intent to submit the grievance to arbitration. The Union shall notify the Federal Mediation and Conciliation Services (FMCS) and the City at the same time of its intent to appeal the grievance. The arbitrator shall be chosen at the same time in accordance with the rules of FMCS. The fees and expenses of the arbitrator shall be borne by the non-prevailing party. If the arbitrator splits the decision, such fees and expenses shall be borne equally by the City and the Union.

**SECTION 3.** The grievance procedure set forth herein shall be the exclusive method of reviewing and settling disputes between the City and Union and/or between the City and employee (or employee), and all decisions of arbitrators consistent with Step 4 and all pre-arbitration settlements reached by the City and the Union shall be final, conclusive and binding on the City, the Union and the employee; provided however, that a grievance may be withdrawn by the Union at any time and withdrawal of any grievance shall not be prejudicial to the decisions of the parties as they relate to the grievance or any future grievances.

**SECTION 4.** A policy grievance which affects three (3) or more employees may initially be presented by the Union at Step 2 of the Grievance Procedure.

**SECTION 5.** The time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the Employer and the Union, be binding. A business day does not include Saturdays, Sundays or legal holidays. Grievances not initially filed or appealed within the specific time limits shall be deemed withdrawn and void. Grievances not answered by the Employer within the specific time limits shall automatically be advanced to the next step.

**SECTION 6.** Attendance by the aggrieved employee and the employee's supervisor at any and all meetings and/or hearings is mandatory unless such attendance is waived in writing by the City, Union and aggrieved employee. The employee has the right to have a union representative present at all steps of the grievance procedure.

Section 7. There is hereby created a permanent panel of arbitrators to hear grievances pursuant to this Article. Such arbitrators are the following: 1) \_\_\_\_\_ 2) \_\_\_\_\_ 3) \_\_\_\_\_ 4) \_\_\_\_\_; and 5) \_\_\_\_\_.

## **ARTICLE 7 - SENIORITY**

**SECTION 1.** Seniority shall be an employee's uninterrupted length of continuous service with the City, department, division, or job classification, depending on the question involved. An employee shall have no seniority for the probationary period but, upon completion of the probationary period, seniority shall be retroactive to the date of hire.

**SECTION 2.** If an employee is discharged or quits at any time and is later rehired, he shall be considered a new employee, except in cases whereby the employee is reinstated as provided by ORC 124.32 or restored to rights granted pursuant to ORC 124.28.

**SECTION 3.** There shall be two types of seniority: (a) City-wide seniority, which seniority is the total accumulated service with the City of Conneaut, Ohio, and (b) classification seniority, which seniority is the total length of service an employee was employed in the classification. For the purpose of vacation, holidays and paid sick leave, classification seniority shall apply. For the purpose of this Section, Equipment Operators in the Public Works Department shall be considered one classification.

**SECTION 4.** An employee may accumulate seniority in only one department at a time. When an employee promotes from one classification to another, he shall be placed at the bottom of the seniority list in that classification to which he has been transferred.

**SECTION 5.** Seniority shall be broken (or terminated) when an employee:

- a) Quits or resigns;
- b) Is discharged for just cause;
- c) Is laid off for a period of time equal to the amount of City-wide seniority the employee had on the date of his layoff;
- d) Is absent without leave for fourteen (14) consecutive work days and fails to give proper excuse or notice of the reasons for such absence unless the failure to give notice was beyond the reasonable control of the employee; and
- e) Fails to work when recalled from layoff within ten (10) working days from the date on which the City sends the employee notice by certified mail (to the employee's last known address as shown on the City's records).

**SECTION 6.** In those departments of more than one division, there shall be one seniority list, which list shall include all employees.

## **ARTICLE 8 - SENIORITY LIST**

**SECTION 1.** The City will provide the Union with a seniority list of all employees within the bargaining unit within thirty (30) calendar days after the effective date of this Agreement. The seniority list shall contain the name, job classification, department and date of classification entry of all employees in the bargaining unit.

**SECTION 2.** The City will provide the Union with an alphabetical list of the names and addresses of all employees in the bargaining unit within thirty (30) calendar days after the effective date of this Agreement, and annually thereafter.

**SECTION 3.** The City will immediately provide the Union with a list of all new employees hired by the City within the bargaining unit and such lists shall contain their name, address, job classification, department and date of hire.

**SECTION 4.** The City will immediately provide the Union with a list of employees who quit, retire, are terminated, or granted a leave of absence, or are transferred out of the bargaining unit. The list shall contain the name, job classification, department, and date of effected action.

## **ARTICLE 9 - EQUALIZATION OF OVERTIME**

**SECTION 1.** The Employer shall be the sole judge of the necessity of overtime. All overtime will be offered to employees in accordance with their classification seniority on a rotating basis. Overtime may initially be refused but, if sufficient employees do not voluntarily accept, the Employer shall assign the overtime work to employees within the same department in the inverse order of seniority and employees must work such overtime when assigned.

**SECTION 2.** The City shall make an equitable distribution of overtime on a current basis among employees within the same department. Employees who are offered overtime and, for any reason refuse or fail to work the overtime, shall be credited as if they had worked the overtime for the purpose of overtime distribution.

**SECTION 3.** A record of all overtime hours worked by each employee shall be recorded on a list by department, by the supervisor. All overtime hours shall be recorded and posted on a daily basis, with the employee with the fewest overtime hours at the top of the list and, in sequential order, to the employee with the greatest number of overtime hours. All overtime hours shall be recorded and posted on a daily basis in each separate work location.

**SECTION 4.** No employee will be eligible nor charged refusal time when they are on vacation or off sick, unless there is an emergency. Any employee scheduled for vacation that precedes or succeeds their normally scheduled days off, shall at the employee's choice, be eligible for overtime on said days off. Those employees on vacation choosing not to be eligible on their normally scheduled days off shall not be charged refusal time nor be forced to work the overtime. Notification

to supervisor shall be written on vacation request sheet and state available for overtime during weekend before or after scheduled time off.

### **ARTICLE 10 - LATERAL TRANSFERS**

**SECTION 1.** An employee may exercise his classification seniority for the purpose of transferring within his classification from one job assignment to another job assignment. An employee who desires such a transfer must make application in writing to the Department Head (on forms supplied by the City) prior to the opening occurring. A copy of the application form shall be retained by the employee. An employee's preference shall supersede the promotion-job-bidding provisions of this Agreement.

**SECTION 2.** An employee may exercise his classification seniority for the purposes of changing shifts when an opening occurs within his classification of another shift. An employee who desires a change of shift must make application in writing to the Department Head (on forms provided by the City) prior to the opening occurring. A copy of the application form shall be retained by the employee. An employee's preference shall supersede the promotion-job-bidding provisions of this Agreement

**SECTION 3.** Involuntary transfers within a classification required by the Employer for operational reasons shall be by inverse order of seniority, unless a more senior employee volunteers for the transfer.

### **ARTICLE 11 - TEMPORARY TRANSFERS**

#### **SECTION 1.**

(a) The Employer may temporarily transfer employees from one job classification to another job classification either within the same department or to another department. If the transfer involves a change in scheduled work hours and if the need for said transfer is not an emergency as defined in (f) below, the Employer shall give the transferred employee a minimum of forty-eight (48) hour advanced notice prior to making the transfer. Transfers under this provision shall not be discriminatory and shall be based upon operational needs. Temporary transfers shall not exceed sixty (60) calendar days in any calendar year, unless the Employer determines its operational needs require a longer period of time. The Employer will notify the Union of said need to extend the time of the transfer and the reasons it is necessary.

(b) When a Department Supervisor position is to be filled by a bargaining unit employee, said employee when assigned shall have an election to be compensated at his regular rate or ninety percent (90%) of the Department Supervisor's hourly rate whose position said employee fills. It is understood that Department Supervisors receive no overtime compensation and this understanding shall apply to the bargaining unit employee, if he elects to be compensated at the Department Supervisor's rate of pay.

(c) Temporary transfers outside a classification or department shall be made in accordance with seniority rules among those in the affected classifications or department. In the event all employees entitled to said transfer refuse, the Employer may, at its sole discretion, mandate said transfer.

(d) Notwithstanding other provisions in this section, the Employer may, for any stated reason, reassign or change shifts for employees in the Wastewater Treatment Plant. If said transfer is not an emergency as defined in (f) below, the Employer shall provide said employee forty-eight (48) hours advance notice of the shift change. Reassignment or shift change shall be based on seniority and job qualifications and shall be for a period of no more than sixty (60) calendar days in any calendar year, unless the Employer determines its operational needs require a longer period of time. By way of amplification, but not limitation, "any stated reason" may include: (1) a death in the family, (2) vacation conflicts, (3) training procedure for the benefit of employees, (4) emergency situation at the Wastewater Treatment Plant which threatens the operation of the Wastewater Treatment Plant or the health, safety or welfare of the community, and/or (5) sickness and/or injury. Additional reassignments and/or shift changes sought by the Employer in any calendar year shall be sought in good faith in cooperation with the Union and the Union shall not unreasonably withhold its approval.

(e) It is further understood that these reassignments or shift changes shall not affect any employee's day off or eligible overtime they are presently offered, nor shall there be implementation of rotating shifts within the Wastewater Treatment Plant in regards to plant operators.

(f) "Emergency" shall be defined as a situation beyond the control of the Employer for which the Employer could not pre-plan. The Employer will make every effort to notify the Union of any emergency situations.

## **ARTICLE 12 - PROMOTIONS - JOB BIDDING**

**SECTION 1.** When a vacancy occurs, or a new job is created, the Employer shall post a notice of the opening or openings for seven (7) consecutive calendar days. The notice shall contain the job classification title, rate of pay, department shift, area of vacancy, brief job description, and date of posting. Employees who wish to be considered for the posted job must file a written application with the department head by the end of the posting period.

**SECTION 2.** All applications timely filed shall be reviewed by the City, and the job will be awarded within thirty (30) days. The City Manager shall promote the applicant with the most qualifications. When determining an applicant's qualifications, the City Manager shall consider the applicant's experience, skill, ability, education, and seniority.

**SECTION 3.** An employee who is awarded a job under bidding procedure will serve a probationary period of sixty (60) calendar days to prove that he is qualified to hold such a job on a permanent basis and if he cannot prove his qualifications within that period of time, he will be returned to his

former job. For occupations which require a license, an employee who fails to obtain said license, shall be returned to the same or a similar position, if available, or to any vacant position within the unit for which he is qualified. If no such position exists the Employer may reduce the workforce in accordance with Article 13 of this agreement. Employees awarded the job under these provisions will be given reasonable help and supervision in learning the new position. He will be considered to have qualified on the new job when he satisfactorily performs the required duties with no more supervision than is required by other qualified employees on the same or similar jobs, and when his record as to the quality and quantity of work meets the standards applicable to the job.

**SECTION 4.** An employee who is awarded a job under these provisions shall receive the permanent rate of the new classification.

**SECTION 5.** No employee shall be eligible for promotion who has not satisfactorily completed the required probationary period as provided for in Article 15, Section 1.

### **ARTICLE 13 - LAYOFFS**

**SECTION 1.** Whenever it is necessary, employees shall be laid off in the following order:

- (a) Part-time employees and seasonal employees;
- (b) Employees who have not completed their probationary period;
- (c) Employees who have completed their probationary period.

**SECTION 2.** When a layoff is necessary, employees shall be laid off in accordance with the above order on the basis of classification seniority within their department. An employee who is laid off shall be able to bump another employee with less seniority in a lower rated classification within the same department.

In the event an employee is unable to "bump" a lesser seniority employee in a lower rated classification within the same department, the employee shall be able to exercise his seniority to bump the least senior employee in the same or lower classification in the bargaining unit or into any previously held classification so long as the affected employee maintains the minimum qualifications for the position.

An employee who is bumped out of the classification shall have the right to exercise his seniority in the above prescribed procedure.

Qualified to perform shall mean that the employee possesses the knowledge, skill, ability and qualifications to perform the job without any further training than what would be provided had the employee bid into said position.

**SECTION 3.** In the event employees have the same classification seniority date, the City-wide seniority shall prevail.

The Union shall receive a copy of all such layoff notices.

**SECTION 4.** All regular full-time employees shall be given a minimum of seven (7) calendar days advance written notice of layoff indicating the circumstances which make the layoff necessary.

**SECTION 5.** In the event an employee is laid off, he may, upon request, receive a payment for earned but unused vacation as quickly as possible, but no later than thirty (30) days after the layoff.

**SECTION 6.** A laid off employee shall accumulate seniority during any period of layoff.

#### **ARTICLE 14 - RECALL FROM LAYOFF**

**SECTION 1.** When it is necessary to increase the work force in a job classification following a layoff, employees shall be recalled to their job classification from any lower-rated job classification onto which they "bumped" during the course of their layoff, in accordance with seniority, and the most senior employee being recalled first.

**SECTION 2.** An employee on layoff will be given ten (10) working days notice of recall from the date on which the City send the recall notice to the employee by certified mail (to his last known address as shown on the City's record).

**SECTION 3.** No new employees shall be hired into a job classification until all employees on layoff status from that job classification or employees in other job classifications who were laid off from that classification have been recalled or are offered recall.

#### **ARTICLE 15 - PROBATIONARY PERIOD**

##### **SECTION 1.**

- (a) New employees shall be considered to be on probation for a period of one hundred and fifty (150) calendar days.
- (b) If an employee whose employment has terminated is rehired, he shall be considered a new employee and subject to the provisions of Article 2, Section 3.

## **ARTICLE 16 - SEWER JET**

The City shall continue to staff the Sewer Jet Operation with one (1) employee from the Public Works Department and one (1) employee from the Wastewater Treatment Department. It is also understood that those employees shall only be granted overtime assignments in their respective designated departments as defined in Article 9 of the Agreement.

It is further understood that the only exception to the above is when an employee is required by the City to report and perform duties in another department and thereby is eligible to perform in overtime status because of the continuation of those specific tasks past the normal shift or work schedule.

## **ARTICLE 17 - LEAVES OF ABSENCE**

### **SECTION 1. Paid Sick Leave**

It shall be the policy of the Employer to provide sick leave with pay for all bargaining unit employees.

Each bargaining unit employee shall earn four and six-tenths (4.6) hours of pay for every eighty (80) hours of work. Sick time shall have no limit of accrual while the employee is employed by the Employer. Sick leave shall be charged in minimum units of two (2) hours. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave shall be granted to the employee for the following reasons, only upon approval of the department head:

- (a) The illness, injury, or pregnancy of the employee or an emergency, including pregnancy, in his/her family.
- (b) The affiliation of an employee of the immediate family of the employee with a contagious disease requiring the care and attendance of the employee.
- (c) Exposure of the employee to a contagious disease such that the presence of the employee at his/her job would jeopardize the health of the other employees.
- (d) Employees are required to provide medical documentation of an illness from their physician for all incidents of sick time for 3 consecutive days missed and each day after the fifth occurrence of sick time usage per calendar year (January 1 to December 31). Additionally, at the discretion of the Employer medical documentation of illness may be required for any illness that occurs prior to or after an employee's scheduled day off, vacation, or holiday. An occurrence would be considered an absence from scheduled work for a consecutive period of four hours or longer.

**SECTION 2. Sick Leave Without Pay.** Upon request, an employee may be granted a leave of absence, without pay, for a period not to exceed six (6) months because of personal illness or injury, which shall be supported by medical evidence. This request shall not be unreasonably denied.

**SECTION 3. Union Leave.** The Employer shall provide the Union with a total three (3) paid days of Union leave each year. Said Union leave is to be apportioned by the Union to its bargaining unit members for the purpose of attending training, conventions, or other official Union business. The Union shall give the Employer at least fourteen (14) days prior notice of the need for such leave and this leave may not be unreasonably denied except in emergencies and in situations of unforeseen operational need.

**SECTION 4. Military Leave.** An employee shall be granted a leave of absence, without pay, for military duty in accordance with Federal and State Law. Furthermore, an employee who is a member of the Ohio National Guard or member of other reserve components of the Armed Forces of the United States, shall be entitled to a leave of absence without pay for such time as in the military service on field training or active duty.

**SECTION 5. Educational Leave.** An employee may be granted a leave of absence, with pay, for educational purposes relating to the operations of the Employer.

**SECTION 6. Personal Leave.** An employee may be granted a leave of absence, without pay, for good cause shown to the Employer.

**SECTION 7.** Seniority shall accumulate during any paid or unpaid leave of absence granted under the provisions of this Agreement.

**SECTION 8.** Upon completion of a leave of absence, an employee shall be returned to the job assignment which he formerly occupied.

**SECTION 9.** An employee may be returned to work prior to the expiration of any leave of absence if such earlier return is agreed to by the Employer and the employee.

## **ARTICLE 18 - SUPERVISORY WORK**

**SECTION 1.** Supervisors shall not perform bargaining unit work if there are bargaining unit employees reasonably available to perform said work.

## **ARTICLE 19 - WORK SCHEDULES**

### **SECTION 1.**

- (a) Departmental work schedules now in effect are hereby agreed to. No work schedule shall be changed unless mutually agreed upon between the City and the Union. (See Article 11, Section 1(d) provision for emergency conditions at Waste Water Treatment Plant).
- (b) A Utility Worker within the Waste Water Treatment Plant shall be scheduled to work the first and second shifts which shall not be affected by paragraph (a). A Maintenance Worker may be scheduled to work first and second shift.
- (c) The City of Conneaut shall have the right to establish a second and third shift in the Public Works Department. The starting and quitting time for second shift shall be 3:00 p.m. to 11:00 p.m. The starting and quitting time for third shift shall be 11:00 p.m. to 7:00 a.m. Any employee assigned to a different shift shall be given notice by the Wednesday previous. Selection for shift change shall be in accordance with seniority with the employee having the lowest seniority being forced out if there are no volunteers and the shift staffing shall be limited to four (4) employees in the Public Works Department.

## **ARTICLE 20 - HEALTH AND SAFETY**

**SECTION 1.** There is hereby established a joint Safety and Health Committee which shall consist of the City Manager, the Union President along with each department head and individual department stewards. The purpose of the Committee is to establish safe and healthful working conditions and procedures in the City and to encourage all employees to follow said procedures.

**SECTION 2.** In the event of a dispute between the Committee, the Union shall have the right to refer said dispute to the second step of the Grievance Procedure.

**SECTION 3.** Instruction in safety techniques and equipment operation will be provided to those employees who are assigned tree-trimming or tree cutting duties. Such instruction will be provided by a qualified outside consultant.

## **ARTICLE 21 - LEGALITY**

**SECTION 1.** It is the intent of the City and the Union that this Agreement comply with applicable legal statutes. If it is determined by a tribunal that any provision of the Agreement is in conflict with the law, such decision shall not affect the validity of

the remaining provisions and/or paragraphs of this Agreement. The City and Union shall then meet within fourteen (14) days for the purpose of negotiating a lawful alternative provision.

## **ARTICLE 22 - HOSPITALIZATION**

**SECTION 1.** Effective January 1, 2010, the Employer shall pay ninety-five (95%) percent of the monthly premium of a Health Savings Account (HSA) and will contribute the same dollar amount towards the premium of the PPO plan, with employees who elect such coverage paying the difference. HSA payments shall be paid in January of each year.

**SECTION 2.** Employees who utilize their spouse's insurance plan and do not enroll in any Employer sponsored insurance plan shall receive a monthly stipend of four hundred (\$400.00) dollars per month.

**SECTION 3.** All employees who have completed one hundred twenty (120) calendar days of employment with the City shall be enrolled in the AFSCME Care Plan. The Employer shall pay the cost of premium per employee (\$14.75 per month) for the following AFSCME Care Benefits: Life Insurance, Vision 1, Hearing Aid. There shall be coordination of benefits between the Employer's health insurance and the AFSCME plan.

**SECTION 4.** The Health Care Committee, comprised of a representative from each of the Unions within the City of Conneaut and the Finance Director, agree to meet no later than June 30, 2011 to discuss costs and options for the subsequent year of 2012 for comparatively priced cost and benefit plan. Decision on selecting health care plan of proposals submitted shall be reached by majority vote of those on the Health Care Committee.

## **ARTICLE 23 - DENTAL PLAN**

**SECTION 1.** The City shall continue to pay the full cost of the Dental Plan now in effect for full time employees.

## **ARTICLE 24 - BEREAVEMENT LEAVE**

**SECTION 1.** In the event of a death occurring in the immediate family of an employee in the bargaining unit, that employee shall be granted five (5) work days off without loss of pay. Immediate family as used herein shall be defined as husband, wife, son,

daughter, mother, father, father-in-law, mother-in-law, brother, sister, and grandchildren.

In the event of a death of an employee's brother-in-law, sister-in-law, grandmother or grandfather, that employee shall be granted three (3) days off without loss of pay. Such bereavement leave shall not be chargeable to sick leave.

### **ARTICLE 25 - LIFE INSURANCE**

**SECTION 1.** The City shall assume and pay, on behalf of the employees only, the monthly premium upon a life insurance policy sponsored by the Ohio Municipal League which has a face value of not more than Twelve Thousand Dollars (\$12,000.00). It is understood that said life insurance policy is an accidental death policy only.

### **ARTICLE 26 - VACATIONS**

#### **SECTION 1.**

- (A) All employees who are members of the bargaining unit shall be allowed vacation leave with pay as follows:
- (1) All employees shall be allowed vacation leave with pay after the completion of one (1) year of employment with the City at the rate of two (2) weeks per year.
  - (2) All employees who have completed seven (7) years of continuous service with the City shall be allowed three (3) weeks paid vacation per year.
  - (3) All employees who have completed twelve (12) years of continuous service with the City shall be allowed four (4) weeks paid vacation per year.
  - (4) All employees who have completed eighteen (18) years of continuous service with the City shall be allowed five (5) weeks paid vacation per year thereafter.
  - (5) Vacation Pay Out.
    - (a) Upon retirement or resignation, an employee shall receive a maximum vacation pay out equal to the previous two years' vacation credit that was earned

but not used, together with the current years' unused vacation credit.

(b) Any employee hired prior to January 1, 2007 shall be limited to a vacation pay out in Paragraph 1 above or the accrued amount accumulated as of January 1, 2007, whichever is higher.

(6) Vacation requests will not be unreasonably denied.

### **ARTICLE 27 - PAID HOLIDAYS**

**SECTION 1.** Beginning January 1, 2011, all employees will receive a total leave of fourteen (14) eight (8) hour shifts per year to be known as holidays. Eligibility for paid holidays shall be contingent upon an employee either working a full eight (8) hour shift or having compensatory time off both the work day prior to the holiday and the work day after the holiday.

Holidays will be defined to include:

- |                           |                            |
|---------------------------|----------------------------|
| 1. New Year's Day         | 9. Thanksgiving Day        |
| 2. Martin Luther King Day | 10. Day after Thanksgiving |
| 3. President's Day        | 11. Christmas Eve          |
| 4. Memorial Day           | 12. Christmas Day          |
| 5. Independence Day       | 13. Two personal days      |
| 6. Labor Day              |                            |
| 7. Columbus Day           |                            |
| 8. Veteran's Day          |                            |

### **ARTICLE 28 - HOLIDAY PAY**

**SECTION 1.** Employees who work the holidays listed above shall receive time and one-half (1 ½) hour pay for all hours worked in addition to the eight hours (8) paid as holiday pay.

For purposes of holiday pay, a holiday shall commence at the beginning of the third shift of the day preceding the holiday and shall end at the termination of the second shift on the holiday.

In addition, any employee who works more than an eight (8) hour shift on the following holidays, to-wit: Fourth of July, Labor Day, Thanksgiving Day or

Christmas Day, shall receive two (2) times the hourly rate for each hour worked over the original eight (8) hour shift.

### **ARTICLE 29 - OVERTIME**

**SECTION 1.** All hours worked in excess of eight (8) hours in a twenty-four (24) hour period or in excess of forty (40) hours in a seven (7) day period shall receive overtime pay at the rate of time and one-half (1 ½). The overtime list shall be kept by the department supervisor or his assistant and in the absence of either of them, the list shall be kept by the senior most union member in the department. Paid sick leave shall not count in the computation of overtime.

**SECTION 2.** Any employee called out after he has completed his work shift shall be paid a minimum of three (3) hours at his overtime rate.

**SECTION 3.** The City shall pay each employee Five Dollars (\$5.00) for meal money during the shift in the event any overtime is worked in excess of ten (10) consecutive hours and such overtime is not scheduled at least twenty-four (24) hours in advance. The City reserves the right to provide a warm meal in lieu of this provision; such meal to be of equal or greater value. The parties agree to continue to explore options for the provision of meals for those employees not able to leave their work site during the shift.

### **ARTICLE 30 - SHIFT DIFFERENTIAL**

**SECTION 1.** All second shift employees shall receive \$.30 per hour over the regular rate established for their classification, starting time beginning at 3:00 p.m. and ending at 11:00 p.m.

All third shift employees shall receive \$.40 per hour over the regular rate established for their classification, starting time beginning at 11:00 p.m. and ending at 7:00 a.m.

Any overtime worked by an employee, who is required to work a second or third shift due to a vacancy or call-in, will receive the shift differential for that shift.

Employees shall be paid their designated shift rate for all approved paid leave.

### **ARTICLE 31 - SEVERANCE PAY**

**SECTION 1.** When an employee qualifies for retirement with at least ten (10) years of continuous employment with the Employer, he may elect at the time of retirement to be paid in cash for the value of his accrued but unused sick leave credit not to exceed twelve hundred (1,200) hours of sick time upon retirement. Such payment shall be

based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. The Employer shall have no further liability to pay for unused sick leave.

**SECTION 2.** In the event of the death of an employee, which occurs in the line of duty, a designated beneficiary shall be paid for all accrued but unused sick leave credit, at his current rate of pay, within thirty (30) days of such death.

- (a) In the event of the death of an employee, not occurring in the line of duty, a designated beneficiary shall be paid for all accrued but unused sick leave credit, at his current rate of pay, up to a maximum eleven hundred (1,100) hours, within thirty (30) days of such death.

**SECTION 3.** At the completion of two (2) years employment with the City, any employee may convert unused sick time to cash payment under the following formula:

- (a) If no sick leave is utilized in the preceding year, the employee may convert all or a portion of the employee's sick leave balance to cash at fifty percent (50%) of the regular hourly rate for all hours converted to cash.

If the employee utilized one (1) to sixteen (16) hours of sick leave during the preceding year, the employee may convert all or a portion of the employee's sick leave balance to cash at forty percent (40%) of the regular hourly rate for all hours converted to cash.

If the employee utilizes more than forty (40) hours sick leave during the preceding year, the employee may convert all or a portion of the employee's sick leave balance to cash at twenty-five percent (25%) of the regular hourly rate for all hours converted to cash.

An employee who utilizes more than forty (40) hours sick leave in a year will not be eligible to convert sick leave to cash payment for that year. An employee may convert sick leave to cash payment only for that year in which sick leave is accrued. Any balances which the employee does not convert to cash shall be carried forward.

- (b) All sick leave credit balances that are carried forward are excluded from further cash benefits provided by this action. The failure of an employee to utilize one of the sick leave conversion options of the section shall result in the automatic carry forward of any balance of sick leave credit.

- (c) Any cash benefit conversions of sick leave made at year's end shall not be subject to contributions to any of the retirement systems either by the employee or the employer.
- (d) Any employee eligible to receive a cash benefit conversion of sick leave credit at year's end must indicate his desire to convert any sick leave no later than the end of the pay period that includes the first day of December of each year. Each employee shall be responsible for reporting the conversion request, in writing, to the Finance Director for payment. Payment for the same shall be made in the fourth pay period of the following year.

### **ARTICLE 32 - PERS PICK UP**

**SECTION 1.** Effective upon the termination of Employer Pension Contributions previously provided in the predecessor to this collective bargaining agreement, all salaries of employees shall be increased by four (4%) percent.

### **ARTICLE 33 - TEMPORARY PAY RATES**

**SECTION 1.** An employee shall be paid under the pay range of the job which he is called upon to perform. In the event an employee is required to fill a position temporarily that bears a lesser pay scale, the employee shall be paid at his regular rate.

### **ARTICLE 34 - HOURS OF WORK**

**SECTION 1.** The normal hours of work each day shall be consecutive except for interruptions for lunch period. Reference to "consecutive hours of work" in the balance of this article shall be construed generally to include lunch periods.

- (a) **Work Week:** The regular work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, inclusive, except for employees in continuous operations. The lunch period shall be twenty (20) minutes.
- (b) **Work Day:** The regular work day shall be eight (8) consecutive hours within a twenty-four (24) hour period, commencing with the employee's starting time.

### **ARTICLE 35 - NEW JOBS**

**SECTION 1.** If substantial changes in the method of operation, tools or equipment of a job occur, or if a new job is established which has not been previously classified, the Employer shall meet with the Union for the purpose of negotiating a rate of pay and

classification of placing the job in an existing classification. In the event the Employer and the Union are unable to reach an agreement on the issue, the Employer may recommend to the City Council a temporary rate and classification and will promptly notify the Union in writing. Thereafter, the Employer and the Union shall submit the issue to arbitration. The arbitrator may recommend a new rate and classification or place the job in an existing classification. Any recommendation of the arbitrator shall be binding upon all parties concerned including City Council.

## **ARTICLE 36 - NO CONTRACTING OUT**

### **SECTION 1.**

- (a) It shall be the policy of the Employer to not subcontract work, including work performed by temporary summer employees that would result in the layoff of bargaining unit employees. Additionally, if bargaining unit employees are available (i.e. not already working, not on vacation or not on other types of leave) and are able to perform the work, bargaining unit employees shall be offered overtime opportunities prior to any temporary or summer help being offered overtime. The one exception to this provision is when a temporary or summer employee must work overtime in order to complete a task that had been previously assigned to them.
- (b) The City agrees that in the event that individuals are assigned by the Department of Public Welfare or the Conneaut Municipal Court to work off benefits and/or fines, and/or prison labor, the Employer shall provide work to said individuals on work other than that which is customarily performed by regular employees, so long as regular employees are on a layoff status. In the event employees are not on a layoff status, the within provision shall not have application
- (c) In the event the City has temporary summer employees to perform work for the City, the work performed by these employees or individuals shall be limited to those specific tasks within the specific departments and special projects which are mutually agreed to by the City and the Union prior to the hiring or use of such employees or individuals. No temporary summer employee will operate any equipment listed in Article 41 with the exception of pick-up trucks, lawn mowers and miscellaneous hand equipment. Summer employees are generally utilized to crack fill, mow grass, weed eat and direct traffic (during paving).
- (e) No temporary summer employee shall be employed for more than one hundred twenty (120) days.
- (f) No temporary or summer employees will be offered overtime unless all employees in the same department are working overtime, with the exception of those employees on vacation or utilizing sick time.

**ARTICLE 37 - JURY DUTY AND WITNESS DUTY LEAVE**

**SECTION 1.** An employee called for jury duty or subpoenaed as a witness shall be granted a leave of absence for the period of jury or witness service and will be compensated for the difference between his regular pay and the jury duty pay or witness pay for work absence necessarily caused by the jury duty or witness duty. To be eligible for such pay, an employee must present verification of: (a) his call to jury duty or witness duty; and (b) the amount received as a jury or witness fee.

**ARTICLE 38 - LONGEVITY**

**SECTION 1.**

Effective January 1, 2010, an employee who has at least five (5) years of service by November 1 of each calendar year shall receive Eighty-Five Dollars (\$85.00) for each year of continuous service up to a maximum of Two Thousand Five Hundred Fifty Dollars (\$2,550.00) per longevity payment.

Longevity pay shall be in addition to any other compensation to which an employee may be entitled. The Longevity payment shall be made in November of each year.

**ARTICLE 39 - WAGES**

**SECTION 1**

(a) The general wage increases for the duration of this Agreement shall be as follows:

Effective January 1, 2010	0%
Effective January 1, 2011	0%
Effective January 1, 2012	4%

- (a) Employees who possess a Class A Commercial Drivers License (CDL) shall be paid One Hundred Fifty Dollars (\$150.00) per calendar year payable with the employee's last annual paycheck. An employee who first obtains a Class A CDL during the calendar year shall be paid a proportionate share based upon the number of complete months the individual possesses such CDL.
- (b) While engaged in tree trimming/cutting duties as part of a bucket truck crew, each employee so assigned shall be paid at the Class A - Heavy Equipment Operator hourly rate of pay for each hour the employee is engaged in such work.

**SECTION 2.** The Employer shall pay the cost of the original and all renewals of the required CDL (Commercial Drivers License). This includes all required endorsements.

**SECTION 3.** The Employer shall pay the cost of the original and all renewals of the EPA licenses at the Wastewater and Water Department and also any contact hours required by the EPA.

- (a) The City proposes that employees in the Wastewater Treatment Plant, Water Filtration Plant, and Water Construction Crew be compensated in accordance with their state licenses as an incentive for employees. As of January 1, 2004, the Operations, Distribution, and Collection Licenses are now part of said employees base pay.

#### **ARTICLE 40 - CLOTHING ALLOWANCE**

##### **SECTION 1.**

- (a) The City agrees to pay the sum of Six Hundred Dollars (\$600.00) per year to Public Works Department employees, Maintenance Workers, and Utility Workers at the Waste Water Treatment Department, Meter Readers, Sewer Jet Operators and Water Construction Crew as and for a clothing allowance. The City, at its sole expense, shall provide emblems to be affixed to the uniforms described herein. The City shall designate the uniforms to be worn by said Meter Readers and Sewer Jet Operators. This amount shall be payable no later than March 1<sup>st</sup> of each year. Employees receiving this allowance are expected to dress appropriately for the work assignment.
- (b) The City shall pay the sum of Three Hundred Fifty Dollars (\$350.00) per year to all other employees of the AFSCME bargaining unit. Employees receiving this allowance are expected to dress appropriate for the work assignment.
- (c) The City shall provide gloves and two (2) lab gowns for employees of the Water Filtration Plant and Wastewater Treatment Plant laboratories.
- (d) The City shall provide four (4) uniforms per week when needed for Mechanics.

#### **ARTICLE 41 - STREET DEPARTMENT JOB CLASSIFICATION**

**SECTION 1.** Street Department / Division employees in the following job classifications shall be able to present a demonstrable proficiency in the below listed equipment and licensing as follows:

**A Rate Heavy Equipment Operator:** (CDL Required) - Must be proficient in the operation of four (4) of the six (6) following pieces of equipment: Paver, Sweeper, Trackhoe, Grader, Backhoe, or Bucket Truck.

**B Rate Heavy Equipment Operator:** (CDL Required) - Must be proficient in the operation of four (4) of the six (6) following pieces of equipment: Tandems, Tractors, Chipper, Bobcat, Rollers, or #19 Side-arm Mower.

C Rate Heavy Equipment Operator: (CDL Required) - Must be proficient in the operation of all of the following pieces of equipment: Singles, Pick-ups, Loader, Tar Truck, and Miscellaneous Hand Equipment.

D Rate Trainee/Laborer - Move to C Rate after passing probation, obtaining a CDL, and demonstrating proficiency for C Rate. New Job Classifications and Descriptions shall be supplied by the Employer.

**SECTION 2.** An employee who is assigned to operate a piece of equipment in a higher classification shall be paid the rate of said classification for each hour of such operation.

### **ARTICLE 42 - CALL-OUT LIST FOR SNOW REMOVAL**

**SECTION 1.** During winter months, defined as that period between November 15 and March 15 and any weekend, which is bisected by the November 15 start and March 15 end dates, the City may maintain a call-out list for snow removal. Such list shall only be used on weekends defined as the period occurring between 3:00 PM Friday and 7:00 AM Monday. Employees on such list shall carry a pager and shall report to the Public Works Garage within one (1) hour of being paged.

**SECTION 2.** The call-out list for snow removal shall consist of five (5) Public Works Department employees who are qualified to perform snow removal duties. The Parties may, by mutual agreement, increase the number on the callout list if it is determined that five (5) employees is insufficient. The list shall initially be filled anew each week on a volunteer basis. Any interested employee may sign up to be considered for selection to the list no later than 3:00 PM Wednesday of that week.

- (a) In the event more than five (5) employees sign up for the list, selection will be made on an equalization basis. Each time an employee serves on the list will count as one appearance for purpose of equalization. Those employees with the least number of appearances shall be given preference for selection to the list. In the event two (2) or more employees possess the same number of appearances, the preference as between or among them shall be determined on the basis of seniority, with preference being given first to the most senior and continuing sequentially to the least senior.
- (b) In the event less than five (5) employees sign up for the list, then those employees who did not volunteer will be required to fill the remaining vacant positions in inverse seniority order, with the least senior employee being placed on the list first and continuing sequentially up through the seniority roster. However, such assignments to the list shall be made on an equalized basis so as to allow for complete rotation through the seniority list. To the extent practicable, allowance will be made for employees taking vacations, personal days, sick leave, or any other leave

provided by this Contract; or for the substitution of one employee for another if arranged between these employees and if consented to by the Public Works Director.

- (c) For each weekend an employee is on the call-out list, the employee shall receive an additional Fifty Dollars (\$50.00), regardless of whether he is actually called out or not.
- (d) In the event of a conflict between the terms of this Article 42 and those of Article 9, entitled "Equalization of Overtime," the terms of this Article 42 shall prevail. Nothing in Article 42 shall be interpreted to prohibit the Public Works Director from calling out additional employees during a snow event in conformance with the other provisions of the Contract.

### **ARTICLE 43 - MANAGEMENT RIGHTS**

**SECTION 1.** It is the right of the City to determine matters of inherent managerial policy which includes, but are not limited to, areas of discretion or policy such as the functions and programs of the City, standards of services, its overall budget, utilization of technology and organizational structure. In addition, it is the City's right to direct, supervise, evaluate and hire employees; maintain and improve the efficiency and effectiveness of governmental operation; determine the overall methods, process, means, or personnel by which the City operations are to be conducted; to suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees; determine the overall mission of the City as a unit of government; effectively manage the work force; and to take actions to carry out the mission of the City as a governmental unit.

### **ARTICLE 44 - DURATION**

**SECTION 1.** This Agreement shall become effective as of January 1, 2010; and shall remain in full force and effect through the 31<sup>st</sup> day of December, 2012. Either party shall give the other ninety (90) days notice prior to the termination date that they wish to modify or re-negotiate the conditions of this Agreement. This Agreement shall remain in full force during the contract negotiations unless the Union is given fourteen (14) days written notice of its intent to terminate the Agreement.

- (a) Any notice relative to Section (1) of this Article shall be given by certified mail, be completed by and at the time of mailing; and if by the City, it shall be addressed to the President of the Union, and if by the Union, it shall be addressed to the City Manager of the City of Conneaut, Ohio. Either party may, by written notice, make changes of address to the other party.

## ARTICLE 45 - CLERK CLASSIFICATION

**SECTION 1.** Clerical positions are classified as follows:

Trainee	Move to Clerk 1 after probation
Clerk 1	Move to Clerk 2 after first year
Clerk 2	Move to Clerk 3 after second year
Clerk 3	Move to Clerk 4 after third year
Clerk 4	
Clerk 5	

Lead Clerk

Clerical Supervisor (Position to Remain Unfilled per MOU)

**SECTION 2. Pay Rates.**

- a) The pay rate for a Clerk Trainee is the entry level rate for clerical positions. Upon completion of the probationary period in accordance with Article 15, the Clerk Trainee will advance to Clerk 1.
- b) After completion of one (1) year of employment with the City, Clerk 1 will advance to Clerk 2 pay rate.
- c) After the completion of two (2) years of employment with the City, Clerk 2 will advance to Clerk 3 pay rate.
- d) After the completion of three (3) years of employment with the city, Clerk 3 will advance to Clerk 4 pay rate.
- e) Once an employee has reached Clerk 4 classification, advancement to a higher classification is based upon the recommendation and the approval of the Department Director. To advance to a higher classification, the Clerk must be able to perform and demonstrate proficiency in all duties and aspect of the Department, which proficiency shall be determined by the Department Director.
- f) The City Manager may advance an employee to a higher classification based upon job performance and relevant work experience. However, such advancement is solely at the discretion of the City Manager.
- g) The parties agree that the position of "Lead Clerk" is being established and that the position of "Clerical Supervisor" will not be eliminated but will remain unfilled.

**ARTICLE 46 - GRAMMATICAL ERRORS**

Any changes herein relative to grammar that are found to be in error shall be subordinate to the clear intent of the parties expressed herein.

**ATTESTATION**

IN WITNESS WHEREOF, the parties hereby have set their hands this date: 16<sup>th</sup> of February, 2011.

FOR THE CITY OF CONNEAUT

[Signature]  
City Manager

\_\_\_\_\_

FOR AFSCME LOCAL 2182

[Signature]  
Local President, Local 2182  
AFL-CIO

Secretary-Treasurer

[Signature]  
Staff Representative  
AFSCME Ohio Council 8, AFL-CIO

**LETTER OF UNDERSTANDING  
BETWEEN  
CITY OF CONNEAUT  
AND  
AFSCME LOCAL 2182**

The Union agrees to the current City Drug and Alcohol Policy with the exception of any and all invasive testing.

**LETTER OF UNDERSTANDING  
BETWEEN  
CITY OF CONNEAUT  
AND  
AFSCME LOCAL 2182**

The current Memorandum of Understanding relative to the camera truck operation will remain in effect.

**APPENDIX A**

	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>
<b>CLASSIFICATION</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
Custodian	\$13.25	\$13.78	\$14.33
<b>WASTEWATER DEPARTMENT</b>			
Unlicensed Operator	\$15.87	\$16.50	\$17.16
Operator Class 1 (Lic 1)	\$16.81	\$17.48	\$18.18
Operator Class 2 (Lic 2)	\$17.43	\$18.13	\$18.86
Operator Class 3 (Lic 3)	\$18.42	\$19.16	\$19.93
Utility Worker	\$15.39	\$16.01	\$16.65
Utility Worker 1 (Lic 1)	\$15.83	\$16.46	\$17.12
Utility Worker 2 (Lic 2)	\$16.00	\$16.64	\$17.31
Maintenance Worker	\$15.72	\$16.35	\$17.00
Maintenance Worker 1 (Lic 1)	\$16.14	\$16.79	\$17.46
Maintenance Worker 2 (Lic 2)	\$16.31	\$16.96	\$17.64
Maintenance Crew Leader 1 (Lic 1)	\$18.00	\$18.72	\$19.47
Maintenance Crew Leader 2 (Lic 2)	\$18.60	\$19.34	\$20.11
Sewer Jet Operator	\$16.56	\$17.22	\$17.91
Sewer Jet Operator 1 (Lic 1)	\$16.97	\$17.65	\$18.36
Sewer Jet Operator 2 (Lic 2)	\$17.14	\$17.83	\$18.54
Assistant Superintendent	\$19.08	\$19.84	\$20.63

<b>WATER DEPARTMENT</b>			
Unlicensed Operator	\$15.87	\$16.50	\$17.16
Operator Class 1 (Lic 1)	\$16.81	\$17.48	\$18.18
Operator Class 2 (Lic 2)	\$17.43	\$18.13	\$18.86
Operator Class 3 (Lic 3)	\$18.42	\$19.16	\$19.93
Meter Service Worker	\$16.08	\$16.72	\$17.39
Meter Service Worker 1 (Lic 1)	\$16.50	\$17.16	\$17.85
Meter Service Worker 2 (Lic 2)	\$16.67	\$17.34	\$18.03
Meter Reader	\$15.63	\$16.26	\$16.91
Utility Worker/Operator	\$15.87	\$16.50	\$17.16
Utility Worker/Operator 1 (Lic 1)	\$16.81	\$17.48	\$18.18
Utility Worker/Operator 2 (Lic 2)	\$17.43	\$18.13	\$18.86
Utility Worker/Operator 3 (Lic 3)	\$18.42	\$19.16	\$19.93
Pipefitter	\$16.15	\$16.80	\$17.47
Pipefitter 1 (Lic 1)	\$16.57	\$17.23	\$17.92
Pipefitter 2 (Lic 2)	\$16.74	\$17.41	\$18.11
Pipefitter - Leader/Trainer	\$16.81	\$17.48	\$18.18
Pipefitter - Leader/Trainer (Lic 1)	\$17.22	\$17.91	\$18.63
Pipefitter - Leader/Trainer (Lic 2)	\$17.40	\$18.10	\$18.82
Assistant Superintendent	\$19.08	\$19.84	\$20.63
<b>PUBLIC WORKS DEPARTMENT</b>			
Head Mechanic	\$17.79	\$18.50	\$19.24
Mechanic	\$16.15	\$16.80	\$17.47
A Rate	\$17.20	\$17.89	\$18.61
B Rate	\$16.15	\$16.80	\$17.47
C Rate	\$15.60	\$16.22	\$16.87

Laborer/Trainee	\$15.20	\$15.81	\$16.44
Leader/Trainer	\$17.79	\$18.50	\$19.24
Cemetery Sexton	\$17.79	\$18.50	\$19.24
<b>CLERICAL</b>			
Trainee	\$11.62	\$12.08	\$12.56
Clerk 1	\$12.08	\$12.56	\$13.06
Clerk 2	\$12.69	\$13.20	\$13.73
Clerk 3	\$13.53	\$14.07	\$14.63
Clerk 4	\$14.15	\$14.72	\$15.31
Clerk 5	\$15.26	\$15.87	\$16.50
Lead Clerk	\$15.86	\$16.49	\$17.15
Clerical Supervisor	\$16.15	\$16.80	\$17.47

Additional \$.35 per hour for employees in the Water and Sewer Departments for obtaining Water Analysis Certificates.

The rates of Leader/Trainer, Head Mechanic, and Cemetery Sexton in the Public Works Department will always be at least \$.50 higher than an A Rate Operator in the public Works Department.

Additional \$.50 per hour added to base amount at time of selection, for employees in the Water and Sewer Department selected as Lab Supervisors.

Additional \$.19 per hour for Clerical workers with ten or more years of continuous service with the City.

Additional \$.75 per hour for obtaining and maintaining a WasteWater Class IV Operator's License.

Additional \$.50 per hour for sewer camera operator. Assistant sewer camera operator is an additional \$.25 per hour.