

**STATE OF OHIO**

**STATE EMPLOYMENT RELATIONS BOARD**

**In the Matter of Fact-Finding Between** :  
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 :  
**THE CITY OF CONNEAUT (OHIO)** :  
 :  
**Employer** : **Case No: 2012-MED-08-0753**  
 :  
**and** :  
 :  
**THE OHIO COUNCIL 8, AFSCME** :  
**AFL-CIO, LOCAL 2182** :  
 :  
**Union** :  
 :

**REPORT AND RECOMMENDATIONS OF THE FACT FINDER**

Michael D. McDowell, Esq., Fact-Finder  
Report Dated: August 12, 2014

APPEARANCES

For the City of Conneaut:

Mr. Tim Eggleston  
City Manager  
City of Conneaut  
294 Main Street  
Conneaut, OH 44030

For the AFSCME Local 2182:

Cindy Michael, Esq.  
Staff Representative  
Ohio Council 8, AFSCME AFL-CIO and Local 2182  
150 South Four Mile Run Road  
Youngstown, OH 44515

## **SUBMISSION**

The undersigned was appointed as Fact Finder in this dispute, pursuant to written notice to the Fact Finder dated January 13, 2014. A Collective Bargaining Agreement is in full force and effect between the City of Conneaut, Ohio ("City" or "Employer"), and the Ohio Council 8 AFSCME AFL-CIO and Local 2182 ("Union"), and is hereinafter referred to as the "Agreement." The express terms of the Agreement state that the Agreement would end on December 31, 2013, but the Parties appear to have agreed to continue honoring its terms, pending this Report and Recommendations of the Fact Finder.

In this case there is one (1) bargaining unit represented by the Union which consists of 34.5 FTEs in the Wastewater, Water and Public Service Departments of the City. In 2000, this staffing level was 52 FTEs.

Prior to the Fact-Finding session of August 20, 2013, the parties met for fifteen (15) separate bargaining sessions.

The Parties met for two different Fact Finding hearing days in the City of Conneaut, Ohio, City Hall on March 10 and May 12, 2014. The Fact Finder heard argument and admitted evidence submitted by the Parties on the following issues:

- Article 9 – Equalization of Overtime
- Article 15 – Probationary Period
- Article 17 – Leaves of Absence
- Article 19 – Work Schedules
- Article 24 – Bereavement Leave
- Article 22 - Hospitalization
- Article 26 - Vacations
- Article 27 – Paid Holidays
- Article 30 – Shift Differential
- Article 31 – Severance Pay
- Article 34 – Hours of Work
- Article 35 – New Jobs
- Article 38 – Longevity
- Article 39 – Wages
- Article 45 – Clerk Classification
- Appendix A

At the conclusion of the Fact Finding Hearing on May 12, 2014, the Parties' representatives agreed to submit a proposal to the Union and to the City which, if both the Union and the City approved, would have become a mediated settlement of the contested items. However, in the absence of a settlement, on June 12, 2014, the Parties requested that the Fact Finder issue a Fact Finding Report and Recommendations on this matter.

Prior to the initial Fact Finding Hearing, the Parties had entered into Tentative Agreements on several issues, which Tentative Agreements are attached. At the initial Fact Finding Hearing, the Parties agreed to an additional Tentative Agreement which is also attached. During the Fact Finding Hearings, the Parties agreed to certain portions of some of the contested Articles which, pursuant to the request of the Parties, are included in the Recommendations.

The Parties agreed to extend the time periods to and including the issuance of the Report and Recommendations of the Fact Finder ("Fact Finder Recommendations") as provided under the Ohio Administrative Code Rule 4117.260. The Parties also agreed to waive overnight delivery of the Fact Finder Recommendations and agreed to delivery of the Fact Finder Recommendations by electronic mail only.

In presenting the Fact Finder Recommendations, the Fact Finder has given full consideration to all reliable information relevant to the issues, and to all criteria specified in O.R.C. Sec. 4117.14(C)(4)(e) and Rule 4117-9-05(J) and (K) of the State Employment Relations Board, to wit:

- (1) Past collectively bargained agreements between the parties;
- (2) Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (3) The interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- (4) The lawful authority of the public employer;

- (5) Any stipulations of the parties;
- (6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

### **CITY'S ABILITY TO PAY**

**City's Position:** The City has raised the issue of its inability to pay in the years 2013 and 2014 and, as this issue sets forth the City's position with respect to the economic issues remaining to be decided in this proceeding, it will be addressed initially.

The City has presented evidence that in 2011, all bargaining units received a 4% pay increase which it asserts costs the City approximately \$250,000 for the bargaining units and approximately \$31,000 for the non-union employees; this included pension costs. The City has had a reduction of approximately \$600,000 in revenues due to state cuts in revenue-sharing and legislative changes that eliminated the personal property tax. It points out that the Firefighters and Dispatcher's bargaining units agreed to wage freezes in 2013 and 2014.

The City asserts that there has been very little increase in the City income tax which is the primary funding source for the police, emergency services, and public services departments that rely on the General Fund as their funding source. It states that all the bargaining units requested and received a copy of the City's financial statements and were able to address any questions to the City Finance Director.

With respect to revenue, the City points out that in 2013 it recovered \$2,937,266 in income tax (without Street Levy) compared to its low amount of \$2,437,433 in 2010. It notes, however, that in the year 2000 there were 4600 filers for income tax and that number decreased in 2012 to 4040, with the average wage increasing from \$28,872.79 only to \$30,932.50.

The City states that Council's desire to provide for the financial stability of the Community caused it to decide that a fund reserve of 20% was reasonable, though not adequate, due to the condition of the City's infrastructure. It states that in 2013, the Council decided to lower the fund reserve to 15% for 2014, in order to fund badly needed equipment. It maintains that there is a concern that there is no funding stream to replenish the reserves.

The City acknowledges that it had an unencumbered fund reserve of approximately \$850,000 in 2012. It states that in 2013, the fund reserve dropped to approximately \$684,639. It points out that this is a drop of approximately \$165,361. The City states it uses fund reserves to cover operational funding until property taxes are collected in March and to be available for catastrophic events.

The City acknowledges as well that the FOP was awarded a 4% pay increase in 2013, 3.5% in 2014 and 3% in 2015 by the Conciliator for that case. It states that the reason for this was that the City Manager did not understand the bargaining process in Ohio and that the day of the fact finding, City staff as a whole thought that the City was participating in a mediation process, and, therefore, the City's financial position was not presented. The City maintains that due to this misunderstanding, it elected to go to conciliation to present the City's financial position to the Conciliator for some relief. It maintains that this proved futile.

The City states that it is important to note that the reason the City was able to achieve a fund reserve was because it cut services and did not fill positions as they became vacant. The City notes that it employed over 116 employees in 2000, which was reduced to approximately 88 in 2013. It maintains that this practice goes on today. It notes that the Assistant Superintendent of Public Services was laid off in 2014, and that an employee that retired out of the Water Distribution Department is not being replaced at this time. It also notes that at the onset of negotiations, the City asked all bargaining units to take a wage freeze for the next three years to examine the economic conditions of the community and to see if the expansions taking place in local industries are permanent in nature or just to catch up with orders.

The City states that its goal is to close the gap between what was lost due to the state cuts in Local Government Revenue, and the loss of the Personal Property tax revenues, and the negligible interest, and what is needed to break even. The City has also asked that the employees contribute more to the cost of healthcare incrementally over the next three years, up to 10%. The City states that it was informed that premiums for health care were to increase by 17% for 2014. It maintains this costs the general and enterprise funds \$70,000 each or a total of \$140,000. The City also states and understands that in 2015, all bargaining units other than the FOP will be asking for a wage increase. It notes again that the FOP received wage increases during conciliation this year, much to the dismay of the City. It argues that these pay increases will have a negative impact on other City services. It notes that at this time one position of patrol officer has not been filled.

As to economic conditions the City notes that the State of Ohio sold the Lake Erie Correctional Facility to Corrections Corporation of America. Due to the sale the facility now provides approximately \$160,000 in property taxes. The City states that it appears that a few industries are slowly expanding which equates into more jobs and income tax that may help in closing the gap between what the City has lost in revenues and what it spends. It notes that the increase in income tax can be offset by inflation in the cost of City purchases.

The City states that the recently completed industrial park is still vacant. The City also notes that it is working with a company to locate in the City, through the use of incentives and concessions. If that occurs, the City will only realize a small financial gain in the beginning but the long term investment would provide a steady income stream 15 years hence.

Union's Position: The Union presented the results of an audit dated August 9, 2012. The audit noted that in 2009, 2010 and 2011, the City had projected operating deficits when the actual results were operating surpluses of \$207,216, \$227,614 and \$449,393, respectively. It noted that in 2012, the City again projected an operating deficit but had the result of an operating surplus of \$126,790 as of June 30, 2012. It states that the unreserved fund balances for the years 2009, 2010 and 2011 were \$412,981, \$554,616 and \$695,947 respectively, which were 10%, 13% and 17% of the general fund respectively. The Union considers the City's intention to maintain a 20% fund balance to cover operating expenditures as unusually high.

The Union acknowledges that the City will experience reductions in Local Government Funds supplied by the State of Ohio which the report states is expected to be from \$615,000 to \$305,000, and the elimination of the inheritance tax in 2013, resulting in the loss of 10% of the general fund, or approximately \$460,000 per year.

Determinations on the City's Inability to Pay Position: The City is not prosperous. Over the past several years, the City's financial condition has been severely impacted by economic conditions and the reduction of funding sources. It further appears at this time that its financial condition may be improving slightly.

This was recognized in the Conciliation Award of *FOP/OLC and City of Conneaut, SERB Case No. 2012-MED-08-0754 (Conciliator Binning, 2013)* where the Conciliator stated:

The evidence presented by the parties gave this Conciliator the impression that the further financial health of the City of Conneaut was static. The City is not growing in population nor in wealth. State and federal aid is shrinking and that aid will not be restored to the cities in Ohio.

Furthermore, it is the view of this Conciliator that the economic recovery in Northeast Ohio is tepid, and that cities like Conneaut will continue to face significant fiscal challenges. Growth will not be robust in the near term.

*Id.*, at page 6

The Conciliator nonetheless awarded the FOP a 4.0% wage increase in 2013, a 3.5% wage increase in 2014, and a 3.0% wage increase in 2015. As the extent of these increases does not seem to correlate with the Conciliator's determinations noted above, the justification for the increases to the FOP in 2013 and 2014 is not apparent from the Conciliator's Award.

It is concluded that although the finances of the City have been slowly improving from 2009 recession levels, City finances remain significantly problematic in 2013 and 2014. This conclusion is a significant consideration when evaluating the parties' economic proposals. Therefore, based on the evidence presented, the City's argument of an inability to pay with respect to the economic issues raised in this proceeding for the years 2013 and 2014 has been established. However, the evidence on this record at this time shows a slowly improving situation and the City has not shown at this time an inability to pay in 2015.

## **ISSUES, POSITIONS OF THE PARTIES, AND RECOMMENDATIONS**

The issues are described and resolved as follows:

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

**City Proposal:** The City argues that the original language of this Article is somewhat confusing. It states that the supervisor first had to offer overtime to someone in the classification and then if no one accepts it, the supervisor can go outside the classification to ask who the supervisor believes is qualified to perform the work. It is proposing language that is similar to the ODOT language when interpreting the equalization of overtime. The City and the Union have agreed on some language revisions in Section 1.

The City states that several grievances have been filed related to this section against young supervisors and the City has proposed language that it believes will take care of the problems occurring with respect to interpretation. The City also offers a quick and reasonable resolution for an employee who may have been skipped due to non-discriminatory oversight

which could be an accounting mistake. The Union has argued that the current language provides a one-time resolution through mediation but the City maintains that it is a cumbersome and expensive remedy. The City hopes that its proposed language will reduce the number of grievances filed regarding overtime and provide a quick resolution to non-discriminatory errors. The City states that the Union could still grieve the decision based upon their belief that the supervisors are favoring one employee or over another, should a pattern present itself; this seems unlikely due to the fact that the supervisor has to first look at equalizing the overtime between the employees within a classification.

Union Proposal: The Union at the Fact Finding Hearing agreed with all of the City's proposed changes except for the language relating to an employee on the overtime roster being improperly skipped for a non-discriminatory oversight. The Union asserts that this language is been the contract since 1976. It maintains that the only reason that there is a problem is that there was a new supervisor did not interpret the contract incorrectly. The Union states that this was grieved and that it went to mediation, and the mediator agreed with the Union. The Union maintains that this has never been a problem before that new supervisor's incorrect interpretation. The Union also maintains that the scheme proposed by the City will cause the employees to irretrievably lose an overtime opportunity as to the timing of the overtime work and the duration.

**Recommendation of the Fact-Finder:** It is recommended that the City's proposal be accepted. The only concern of the Union is with the remedy for the employee on the overtime roster being improperly skipped through a non-discriminatory oversight. The City has proposed an appropriate process for remedying such a situation: that employee will be offered the next available overtime opportunity. The Union asserts that the timing of the overtime will be irretrievably lost. While that is true, there is no guarantee as to when overtime opportunities will be available in any event, so there is no claim to a particular time for the overtime assignment. The Union also argued the overtime missed may be more hours than the later available overtime opportunity offered to the employee. That is also true, but the reverse may occur – that is, the opportunity missed may be fewer overtime hours than the later available overtime opportunity.

The recommended contract language for Article 9, Equalization of Overtime, is modified as follows, with language to be deleted is presented in ~~strike through~~ font; new language to be added is in **bold** font:

**ARTICLE 9 – EQUALIZATION OF OVERTIME**

***Section 1. The City shall be the sole judge of the necessity of overtime. All overtime will be offered to employees in accordance with their classification with seniority on a rotating basis. Overtime may initially be refused but, if sufficient employees do not voluntarily accept, the City shall assign the overtime work to employees within the same classification within the department. If no employee is available within the classification, the less senior qualified employee shall be required to work the overtime in the inverse order of seniority and employees must work such overtime when assigned.***

***Section 2. The City shall ~~make an~~ will rotate overtime opportunities among employees in an effort to equitably distribute overtime of overtime on a current basis among employees within the same department within each classification based upon qualifications. The City agrees to post and maintain current overtime rosters in each separate workplace, with the method of overtime distribution remaining the same throughout the entire bargaining unit. Said rosters shall be posted and include a current list of overtime hours worked and refused with overtime offered to the qualified employee on the roster who has the fewest aggregate hours worked and refused. 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 including employees temporarily transferred from other departments and/or overtime coverage by any other personnel.***

***Section 3. A record of all overtime hours worked by each employee shall be recorded on a list by department, by 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. Any employee that is skipped and not offered an overtime opportunity due to a non-discriminatory oversight, shall be offered the next available overtime opportunity as an adjustment for being skipped, unless an employee was skipped for a permissible reason (i.e. lack of training, skill, license, etc.). The employee that was skipped will not be charged for the overtime and will be put back into the normal rotation.***

***Section 4. No employee will be eligible or 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 and said employees shall notify their immediate***

*supervisor in writing of their choice prior to commencement of their vacation. Those employees on vacation choosing not to be eligible on their normally scheduled days off shall not be charged refusal time or be forced to work the overtime. Notification to supervisor shall be written on a vacation request sheet and shall state available for overtime during weekend before or after scheduled time off.*

**ARTICLE 15**  
**PROBATIONARY PERIOD**

**City Proposal:** the City is asking that the probationary period be extended from one hundred and fifty (150) calendar days to one (1) year. This request will provide the employer the necessary time to fully evaluate an employee's work in all weather conditions and determine if the employee is able to perform the complete duties of the job year round when called out for overtime in early morning hours. The additional probationary time will provide the new employee an opportunity to decide whether this is the line of work he/she wishes to pursue as a career, with the harsh weather conditions and the need to be called out in the early morning hours or work double shifts on short notice. It also provides consistency with other bargaining units as far as length of time an employee is on probationary status.

**Union Proposal:** The Union proposes to maintain the current language. The Union states that 20 years ago, the probationary period was only 60 days and has progressively been increased over time. The Union maintains that it is indeed concerned if an employee would not work out and in the past it has advised the City not to retain probationary employees at the end of the probationary period. The Union maintains that only one employee in the past five (5) years has received discipline and that was an oral warning, so this is not an issue.

**Recommendation of the Fact-Finder:** It is recommended that the City's proposal be accepted. It is recommended that the probationary period be extended to one (1) year as it is appropriate for the City to wish to evaluate the probationary employee's reaction to being called out in all four seasons during all hours especially during snow removal season. It is also recommended that language relating to the City's authority to terminate probationary employees be standardized and this was not disputed by the Union.

The Recommended Contract Language for Article 15 Probationary Period is as follows, with language to be deleted is in ~~strikethrough~~ font; new language to be added is in **bold** font:

*ARTICE 15 - PROBATIONARY PERIOD*

*SECTION 1*

*(a) New employees shall be considered to be on probation for a period of one (1) ~~hundred and fifty (150) calendar days~~ year (365 days).*

*(b) A probationary employee who has demonstrated unsatisfactory service as determined by the Employer, may be removed at any time during the probationary period, and there shall be no appeal for a new probationary employee removal.*

*(c) If an employee whose employment has terminated is rehired, ~~he~~ the employee shall be considered a new employee and subject to the provisions of Article 2, Section 3.*

**ARTICLE 17**  
**LEAVES OF ABSENCE**

**City Proposal:** The City proposes to expand the language of this Article with respect to guidance on how sick time is expected to be used and what can be considered abuse. The City maintains that it does not infringe upon an employee's ability to use sick time, but lets them know that unless it is an emergency, sick time use for doctor visits should be scheduled on off hours and most physicians do provide extended hours. In its proposal, the City has also allowed employees to take sick time off in fifteen (15) minute intervals as opposed to two (2) hour increments so work schedules are disrupted as minimally as possible. The City opposes the Union's proposal to limit the definition of an occurrence to those "without providing medical documentation." The City supports its proposals asserting that it has experienced some abuse in this area. It also asserts that it opposes the Union's proposal to increase City paid Union leave from three (3) to five (5) days.

**Union Proposal:** The Union proposes to change the language to reflect that providing medical documentation shall not be counted as an occurrence. The Union feels that a person providing medical documentation is not abusing his sick time, and to count an undocumented absence as an occurrence for five (5) usages but then to require medical documentation after five occurrences does not coincide with the City's position of this Article, which was to curb sick leave abuse. The Union asserts that during negotiations the City admitted that this Article would not prevent an abuser of sick time; it only prevents a non-abuser from becoming an abuser. The Union feels

that this would increase the cost of insurance. The Union argues that certain of the procedures are not necessary as one of the persons who abused sick leave in the past has retired, and that the whole Union should not be punished because of two or three Union members who abuse sick leave.

The Union proposes an increase in Union leave from three (3) to five (5) days. It asserts that three (3) days are insufficient to conduct Union business, as the Union has just recently began getting paid leave. Prior to this time, all days taken for Union business were unpaid leave. The Union represents that Police and Dispatchers have ten (10) days Union leave, and City Firefighters have six (6) days paid leave.

**Recommendation of the Fact-Finder:** It is recommended that the City's proposal be accepted, in part, and that the Union's proposal be accepted in part. At the Fact Finding Hearing, the Parties agreed to several modifications of this Article which are included in the recommended language. The City's proposal not to accrue sick time for overtime hours is not recommended as it is not adequately supported. The City has shown that there was sick leave abuse in the past which supports changes in certain procedures. The increase in Union leave will be recommended due to the larger amount provided to other City bargaining units.

The Recommended Contract Language for Article 17, Leaves of Absence, will be amended as follows, with language to be deleted is in ~~strike through~~ font; new language to be added is in **old font**:

*ARTICLE 17 – LEAVES OF ABSENCE*

*SECTION 1. Paid Sick Leave*

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

*Each bargaining unit employee shall earn four and sixty two-tenths (4.62) 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 City. Sick leave shall be charged in minimum units of a quarter (1/4) hour ~~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 immediate family (as defined in Article 24, Section 1).*

.....

*(e) An employee that cannot provide a doctor's excuse when required by this section shall not be paid for the sick day.*

*(f) Sick leave should not be used for office visits or treatment, which could be scheduled during non-working hours. An appointment scheduled during working hours shall be scheduled as close to the end of the work shift as possible. For routine office visits, the Employee shall give the supervisor seventy-two hours (72) notice of the appointment.*

*(g) During any review of sick leave usage involving a member, a union representative will be invited to be present. If excessive use or abuse continues, management may take action including:*

- 1. Require a physician's statement for all sick leave usage for a period of six (6) months.*
- 2. Proceed with progressive disciplinary action for violation of this policy.*

*Excessive absenteeism will generally be intended to include use above the average use within the office, use within a specific period of time (e.g. monthly, quarterly, etc.). It is the employer's responsibility to establish excessive absenteeism of the employee. Exempt from excessive use or abuse standards shall be previously scheduled medical appointments when the employee has notified in writing his/her supervisor prior to the requested use and situations clearly communicated and evidenced under ADA or FMLA and medical emergencies when approved by the City Administration*

*It is understood that the employer may implement corrective action for unauthorized use of sick leave and/or abuse of sick leave. When corrective action and/or disciplinary action is applied, it is intended for the purpose of correcting the performance of the employee.*

*Notwithstanding the provisions of this section, employees remain subject to discipline for the abuse or misuse of sick leave.*

*Section 2. Sick Leave Without Pay. Upon request, exhausting all sick leave accrual, 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 City shall provide the Union with a total of ~~three (3)~~ five (5) 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 City at least fourteen (14) days prior written 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.*

.....

*Section 5. Educational Leave.*

.....

*Section 6. Personal Leave. An employee may be granted a leave of absence, without pay, for good cause shown to the City unless the employee has the ability to use vacation or personal time.*

.....

**ARTICLE 19**  
**WORK SCHEDULES**

**City Proposal:** The City maintains that the supervisor has to schedule work based on meeting operational needs and within budget constraints. It states it needs the ability to create reasonable work shifts to meet the work schedules. At times, it may be necessary to overlap shifts in the public services department due to the continued reduction in manpower to meet budgetary expenditures, operational needs, and peak workloads. The ability to match the budget with the operational needs is critical to meeting the needs of the community now and in the future. The City cites as an example the ability to stagger work hours while paving. It states that an employee could be scheduled to come in at 6:00 AM to prepare the equipment for the day and to get it to the worksite and that would not be considered overtime. It asserts that currently, if the employee is scheduled before 7:00 AM it would be considered a three (3) hour call out for overtime purposes under the current contract. The City argues that drivers could be scheduled to come in earlier to pick up materials so other employees are not standing around waiting for the

material to arrive, thus reducing productivity. The City maintains that its proposed language provides the flexibility to meet the employer's needs.

**Union Proposal:** The Union proposes that current contract language be maintained. It states that the City already has language in place to address its concerns. This is the temporary transfer language in which the City can temporarily transfer employees for 60 working days. However, the City has only used this twice in 20 years, and both times were in 2012 and 2013 in the janitor's position. The Union states that it has always cooperated with the City in times of need to change schedules, including agreeing to 4x10 hour shifts for paving, a shift transfer for over six months (broken hip), a shift transfer for over eight months (heart attack). In response to the Union's question as to when this has been a problem, the City's answer seems to be focused on resisting anything that reduces overtime.

The Union also notes that the City's proposed language completely takes away the bidding rights in seniority from the employees. It maintains that letting the City change an employee's schedule with 10 days notice eliminates any normal workday pattern and makes it impossible for the employee to make any plans outside of work.

**Recommendation of the Fact-Finder:** The Fact Finder recommends that the current contract language be retained. The Union's arguments, that the state of the record does not support a modification of the language at this time, are more persuasive.

## **ARTICLE 22** **HOSPITALIZATION**

**City Proposal:** The City proposes to make the Health Savings Account contribution of \$2,000.00 toward the \$3,000.00 deductible cap for family, employee and children, and employee and spouse classes; and the contribution of \$1,000.00 toward the \$1,500.00 deductible cap for the single employee class, contingent on the financial feasibility of the yearly contribution. The City also proposes a 5% monthly premium contribution beginning in January 1, 2013, a 7.5% monthly premium beginning on January 1, 2014, and a 10% monthly premium contribution on January 1, 2015. The City also seeks an amendment to Section 4 with regard to Union representation on a committee to discuss and make recommendations relating to health care costs.

The City asserts that it considers health care as a major concern. It states that it is increasing far faster than any City revenue resource as it has been increasing at a rate of 8% over the past 3-4 years, and is the fastest growing City expense. It states that health care costs increased 17%, a \$140,000 increase, this year.

The City has represented that other City unions are making premium contributions as requested by the City.

**Union Proposal:** The Union proposes to add language that will oblige the City to deposit in each employee's HSA account the sum of \$2,000.00 toward the \$3,000.00 deductible cap for family, employee and children, and employee and spouse classes; and the contribution of \$1,000.00 toward the \$1,500.00 deductible cap for the single employee class. The Union asserts that the City has been depositing this amount from the start of HSA insurance in 2009. It asserts that leaving this out of the contract would allow the City, at any time for any reason, to stop depositing this money. The Union states that this would be a huge financial loss for the members of the Union.

With respect to premium increases, the Union agrees that health care costs are increasing but maintains that the City is not only seeking to double the costs of health care, it is seeking a wage freeze for three years and wishes to have the ability to eliminate the HSA contribution, all of which are too harsh.

**Recommendation of the Fact-Finder:** It is recommended that the City's proposal be accepted, in part, and that the Union's proposal not be accepted. Health care costs are a significant expense to the City and must be addressed. As to the HSA contribution, the City has consistently made the contribution since 2009. Although the City wants the flexibility of eliminating this payment, should it not be financially feasible, and the Union wants this specific obligation inserted in the contract language, the contract in this case will expire in a little more than a year and that would be an appropriate subject for bargaining at that time. As to the premium contributions, the Union has acknowledged that it should contribute to the increasing costs and the other unions in the City are contributing to their health care premiums. It is appropriate that this cost for this benefit be consistent.

The specific Recommendation is that the employees' contribution to health care will increase to a 10% monthly contribution by each employee beginning in January, 2015.

As the Union did not appear to dispute the City’s proposed amendment to Section 4 concerning the establishment of a committee with Union participation to study proposals to change the benefit plans, that language will be recommended.

The Recommended Contract Language for Article 22, Hospitalization, Section 1, will be amended to add the following language at the end of the current Section 1:

*ARTICLE 22 - HOSPITALIZATION*

.....

***Each employee’s contribution to the monthly health care premium will be increased as follows:***

.....

***Beginning January 1, 2015, each Employee pays 10% of the monthly premium.***

The Recommended Contract Language for Article 22, Hospitalization, Section 4, will be amended as follows, with language to be deleted is in ~~striketrough~~ font; new language to be added is in **bold** font:

~~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 plans. Should the City look to change the benefit plan, a committee of those wishing to participate will be formed to study proposals. The bargaining unit will be given the opportunity to select one (1) representative to participate in the discussions. Decisions on selecting a health care plan from proposals submitted shall be reached by a majority vote of those on the Health Care Committee.~~

**ARTICLE 24**  
**BEREAVEMENT LEAVE**

City Proposal: The City proposes that the language of this Article be changed so it becomes more similar to other bargaining unit contracts, to promote consistency for all employees. It states that this request has come up in past negotiations. The City asserts that it understands that the passing of a loved one is a very traumatic event for all of us, but employees have two

personal days they can use along with vacation and sick time to meet their needs. It asserts that if an employee needs more time off, they have a means to do so. It represents that this is also consistent with that of other public entities, and private industry.

Union Proposal: The Union proposes to maintain the current language. The Union represents that it requested this language in 1998 after several members lost close family members. It represents that three days is not sufficient recovery time for lost loved ones. It states that the language is similar to Ashtabula, Jefferson and Geneva. It also states that other unions within the city have more family member classifications added to bereavement leave.

Recommendation of the Fact-Finder: It is recommended that the City's proposal be adopted. The other three bargaining units have three (3) days of bereavement leave for immediate family and one (1) day for the "other relatives" category; these are more compelling comparables than the terms of bargaining units in other municipalities. The proposal also expands the classifications of family members for whom the employee shall be granted three (3) days and one (1) day bereavement leave.

The Recommended Contract Language for Article 17, Leaves of Absence, will be amended as follows, with language to be deleted is in ~~striketrough~~ font; new language to be added is in **bold font**:

#### *ARTICLE 24 – BEREAVEMENT LEAVE*

*Section 1. In the event of the death occurring in the immediate family of an employee in the bargaining unit, that employee shall be granted **three (3)** ~~five (5)~~ work days off without loss of pay. Immediate family as used herein shall be defined as **spouse husband, wife, son, daughter, mother, father, stepmother, stepfather, stepbrother, stepsister, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, and grandchildren.***

*In the event of a death of an employee's **other relatives, i.e., grandparents, aunts, uncles, cousins, nieces and nephews,** ~~brother-in-law, sister-in-law, grandmother, or grandfather,~~ the employee shall be granted **one (1)** ~~three (3)~~ days off without loss of pay. Such bereavement leave shall not be chargeable to sick leave.*

***In the case of out-of-state services or other unusual circumstances, additional days may be granted at the discretion of the City Manager and some or all of these additional days may be charged to the employee's sick leave balance.***

**ARTICLE 26**  
**VACATIONS**

**City Proposal:** The City wishes to restrict accrued vacation carryover to two years. It states that an employee with eighteen (18) years of service can accrue five (5) weeks of vacation per year. It also wishes to address personal days and wishes to restrict vacation and personal day requests to eight hour blocks unless otherwise approved by a supervisor. The Employer wishes to include personal days in Article 26, Vacations, rather than in Article 27, Paid Holidays. The City maintains that it is not seeking to take anything away, it just wishes to encourage the employees to use their vacations each year. It asserts that paying out accrued vacation when an employee leaves the City puts a tremendous strain on the City budget. The City also maintains that if an employee decides to retire and take the vacation prior to retirement the City is hamstrung with respect to its hiring abilities during the time that the unused sick and vacation time is used up. It asserts that this vacation payout is in addition to the current contract language of 1200 hours of sick time payout, along with any personal days that are not used. It has been recognized that expenditures have been increasing and revenues have not kept up. There are only approximately two employees that have over 400 hours of accrued vacation and they are addressed in the language. Their level is set at what those employees have on the books in 2012 for a payout. If they drop at or below the 400 hours then they would comply with the 400 hour limit.

**Union Proposal:** The Union proposes to maintain the current language. The Union asserts that the City has always had the right to refuse vacation days when they are initially scheduled. With respect to the insistence of taking vacation in 8 hour increments, the Union asserts that this has never been a problem before. With respect to including a personal day with vacation days, the Union opposes treating a personal day like a vacation day as they are not the same.

**Recommendation of the Fact-Finder:** It is recommended that certain of the City's proposals be adopted. The requirement that vacation days not accrue beyond 400 hours is reasonable due to the fact that the City can not hire a replacement for an employee who uses his or her vacation time immediately prior to retirement. Further, the provision does not take away a benefit but merely requires the employee utilize more vacation when it is accrued. Those with more than 400 hours will keep the same, based on their accrual on January 1, 2014. The requirement that vacation be taken in 8-hour blocks, but may be in lesser increments based on supervisory discretion, is appropriate. It is not recommended that personal days be treated as are vacation days.

The Recommended Contract Language for Article 26, Vacations, will be amended beginning with the end of the current Section 1 (4) as follows, with language to be deleted is in ~~strike through~~ font; new language to be added is in **bold font**:

*ARTICLE 26 - VACATIONS*

*Section 1*

*(A)*

.....

*(5)                   **Vacation Pay Out.***

*(a) Upon retirement or resignation, an employee shall receive a maximum vacation payout equal to the previous two (2) years **accrued but unused** vacation credit ~~that was earned but not used, together with the current year's unused vacation credits.~~*

*(b) ~~Any employee hired prior to January 1, 2007 shall be limited to a vacation payout 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 and shall be taken in no less than eight (8) hour blocks. Amounts less than eight (8) hour blocks may be approved at the discretion of the supervisor.***

***(B) The maximum accrued but unused vacation that can be carried over from the previous year is a maximum of four hundred (400) hours.***

***(C) For those employees with accrued but unused vacation hours that exceeds four hundred (400) hours as of January 1, 2014, dropped to or below four hundred (400) hours, the employee shall comply with the requirements of paragraph (B) above.***

**ARTICLE 27**  
**PAID HOLIDAYS**

Union Proposal: the Union proposes to reinstate Good Friday as a paid holiday and to increase the personal days from 2 to 3. The Union asserts that the City requested in the last contract that the Union give up Good Friday as a money-saving step as the City was in financial trouble. This

is not the case now. Also, management and all non-union employees still receive Good Friday as a paid holiday.

The Union is requesting one (1) additional personal day due to today's trend of both parents working which leaves no one able to take care of non-medical emergencies that may occur at home. It also notes that the State of Ohio Employees receive 32 hours of personal leave per year according to the Ohio Revised Code.

City Proposal: The Union proposes to maintain the current language with the movement of personal days to Article 26 as described above. It argues that personal days should remain at two (2) per year and be managed as vacation days consistent with its proposal for Article 26.

**Recommendation of the Fact-Finder:** It is recommended that certain of the Union's proposals be adopted with respect to the addition of one personal day. The addition of Good Friday as a holiday is not recommended. As the personal day is treated differently than vacation as it has historically been used for emergencies, it is not recommended that the personal days use be scheduled with the supervisor after November 1 of each year.

The Recommended Contract Language for Article 27, Holidays, will be amended as follows, with language to be deleted is in ~~striketrough~~ font; new language to be added is in **bold** font:

*ARTICLE 27 – PAID HOLIDAYS*

*Section 1.*

.....

*Holidays will be defined to include:*

.....

*13. **Three** ~~Two~~ personal days*

***Section 2. Employees hired after July 1, shall receive one (1) personal day for the year in which they are hired. Personal day shall not be carried over from year-to-year.***

**ARTICLE 30**  
**SHIFT DIFFERENTIAL**

**Union Proposal:** With respect to Section 1, the Union proposes to change the second shift's shift differential from \$.30 to 5% of the hourly rate of pay. It proposes that the third shift should change from \$.40 to 7% of the hourly rate. Its rationale is that wages have increased and the differential has remained the same; the Union feels that changing to a percentage will keep the differential equal and current with increases in pay.

The Union proposes to add a Section 2, which is a weekend incentive and add the words "And Incentive" to the Article 30 title. It proposes to increase the Saturday rate of pay by 1.5% and to increase the Sunday rate of pay by 3%. The Union asserts that it believes that employees working on shifts have an increased chance of accident and or illness. It asserts that only a small number of employees work weekend shifts and should receive additional compensation. The City has voiced its concern that new employees consistently bid out of these jobs to get a "non-weekend" schedule, which wastes City training in these positions. The Union asserts that an increase in pay for the weekends as incentive may be enough for an employee to stay.

**City Proposal:** The City proposes to maintain the current language for reasons set forth in its economic proposal on wages. The City states that it is uncertain how to apply the percentages but computed the same on an average hourly wage. It points out that the Union proposal is essentially a 200% increase for 2<sup>nd</sup> shift, a 215% increase for 3<sup>rd</sup> shift and a 100% increase for Saturdays and Sundays. It states that the approximate annual total increase would be over \$19,000, with a three year total increase of \$57,000.

**Recommendation of the Fact-Finder:** The Fact Finder recommends that the current contract language be retained. Given the wage increase awarded for 2014, the City's arguments, that a modification of the language is not warranted at this time, are more persuasive.

**ARTICLE 31**  
**SEVERANCE PAY**

**City Proposal:** The City maintains that it does not have the capability to fund large payments of unused sick time while trying to maintain services. As it argued under vacations, the City argues that when the payout occurs, the employer cannot replace the employee until the payout is equal to the portion of the wages used to cover it. It asserts that this reduces manpower and hampers the ability to provide the manpower needed to provide basic services. The City asserts that only

two employees will be affected by this change; however, a condition of their employment was based on the outcomes of this contract and they were hired in 2012. It maintains that other current employees are not affected by this change. It also asserts that City Firefighters and Dispatchers have reduced their payouts from 1200 to 900 hours with the understanding that the employer will be asking them to keep reducing the payout in 2016. It maintains that the F.O.P reduced their hours from 1200 to 960. The City reiterates that it cannot hire another employee until the payout equals the salary that was budgeted, which negatively impacts the ability of the employer to provide services to the residents.

The City argues that the only change that affects current employees under the existing contract is the provision that requires the employer to pay out all the sick time of an employee who may die in the line of duty. It argues that the City cannot and should not be responsible for paying out all accrued sick time earned. It maintains that this in and of itself would be catastrophic to the City. It argues in addition that it is not defined what is meant by an employee that dies in the line of duty. An employee could have a heart attack during his or her shift, which is beyond the control of the employer, or have a catastrophic event that is beyond the control of the employer.

Union Proposal: The Union proposes to maintain the current language. The Union does not agree to a two-tiered system as it is unfair for new employees. With respect to the City's changes concerning Section 2, it maintains that the new language makes no sense by stating that if you die on the job you get paid less than if you retire or die off the job. The Union believes that an employee's beneficiary should receive all hours of unused sick time accrued but unused.

**Recommendation of the Fact-Finder:** At the Fact Finding Hearing, the Parties appeared to agree to certain provisions of the City's proposals under this Article. Those provisions will be recommended and the remainder of the City's proposal under this Article 31 are not recommended. The Union proposal, that payout those employees hired before December 31, 2012, whose death is not in the line of duty should be equivalent to an employee who dies in the line of duty, will be recommended. The recommended language changes to Article 31 are as follows, with language to be deleted is in ~~striketrough~~ font; new language to be added is in **bold font**).

***SECTION 1.** When an employee **retires under OPERS terms and conditions qualifies for retirement** with at least ten (10) years **or more of continuous employment with the City, the employee 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 (1200) hours of***

*sick time upon retirement. Any employee hired after December 31, 2012, may elect at the time of retirement to be paid the value of his accrued but unused sick leave credit not to exceed a maximum of nine hundred (900) hours. Such payment shall be based on the employees rate of pay at the time of retirement. Such payment shall be made only once to an employee. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. The City shall have no further liability to pay for unused sick leave.*

**SECTION 2**

.....

*(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 of twelve hundred eleven (1200) ~~eleven hundred (1,100)~~ hours, within thirty (30) days of such death, except for those employees hired after December 31, 2012. For those employees hired after December 31, 2012, the beneficiary shall be paid the value of his accrued but unused sick leave credit not to exceed a maximum payment of up to nine hundred (900) hours.*

**ARTICLE 34**  
**HOURS OF WORK**

City Proposal: The City seeks to change the “regular work week” as defined in Section 1 (b) from “Monday through Friday, inclusive” to “five (5) consecutive eight (8) hour days”. The City states that it requires the flexibility to be able to look outside the box and implement schedules that will control expenses, offer new services, or schedule employees to meet seasonal conditions when delivering services to the City’s citizens. When a shift change benefits the bargaining unit such as 4-10 hour days, it is accepted by the City with open arms. The City does not believe that unless the shift change benefits the Union, the shift change would be accepted. The City argues that the bargaining unit stated during negotiations that this is only an attempt to reduce overtime on weekends. The City states that this in itself tells the City that anything that would be proposed would be denied and based on Article 19.

Union Proposal: The Union proposes to maintain the current language. The Union relies on Article 19 and points out that the City has the right to temporarily assign employees for no more than 60 days with 48 hours notice and has not shown that this does not provide the necessary

flexibility. The Union also points out that there are jobs at water treatment and waste water which do not work five consecutive days and are not under the regular work week provision of this Article.

**Recommendation of the Fact-Finder:** The Fact Finder recommends that the current contract language be retained. The Union's arguments, that the state of the record does not support a modification of the language at this time, are more persuasive.

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

**City Proposal:** The City maintains that the City and the Union have worked on this language to define, as best they could, when a job duty was substantially changed and not based on technological changes. The City maintains that the Union agreed to the deletion of the phrase "tools or equipment of a job occur". The City maintains that a substantial change does not take place simply due to the cost of a piece of equipment or what is perceived to be an increase in responsibility due to the value of the equipment. The City asserts that if an employee's duties include digging a hole, whether using a shovel or a backhoe, the job duty has not substantially changed. It asserts that the ease of the creation of the hole has changed as well as how quickly it can be done. It asserts that the Union believes that the cost of the equipment equates to a higher wage due to the increased responsibility of not damaging the equipment. The City states that, using this logic, the City would assume that if the employee uses a shovel, then his/her weight should be adjusted, as the employee would have less responsibility based on the cost of the shovel.

**Union Proposal:** At the Fact Finding Hearing, the Union agreed with all of the City's proposal except for the deletion of the term "tools or equipment of a job occur" in the existing contract language. The Union does not remember agreeing to remove that term from the existing language. The Union states that no change in technology is too broad of a term and prevents the employees from filing a grievance. It asserts that pay has always been based on responsibility and knowledge. It also represents that it has filed only one grievance in this section in the last 20 years.

**Recommendation of the Fact-Finder:** It is recommended that the phrase "tools or equipment of a job occur" be stricken since the major concern for negotiating an increase in pay would be a "substantial change in the method of operation" to which the Article will now be directed. The

recommended language changes to Article 35 are as follows, with language to be deleted is in ~~strikethrough font~~; new language to be added is in **bold font**).

#### *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 City Manager may recommend to 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.*

*As new technology, tools, or equipment becomes available to enhance the job duties of the employee in performing their duties, management shall have the right to train the employees at the employer's expense.*

*A substantial change in the method of operation is when the employee shall be required to perform a completely new set of job duties/responsibilities that are unrelated to the existing job duties/responsibilities normally performed by an employee within the classification.*

#### **ARTICLE 38** **LONGEVITY**

**Union Proposal:** The Union seeks to increase the longevity pay from the yearly amount of \$85 to \$100, which payment is made on November 1 of each year. Its rationale is to help offset the increasing cost of health insurance and because the employees endured a two year wage freeze.

**City Proposal:** The Union proposes to maintain the current language, relying on its economic arguments.

**Recommendation of the Fact-Finder:** The Fact Finder recommends that the current contract language be retained. Given the wage increase awarded for 2014, the City's arguments, that a modification of the language is not warranted at this time, are more persuasive.

**ARTICLE 39**  
**WAGES**

**City Proposal:** The City initially proposed a wage freeze in all three years, 2013, 2014, 2015. At the Fact Finding Hearing, the City changed its proposal to a wage freeze for 2013 and 2014, and a 2.5% increase in 2015. The City notes that City Dispatchers and Firefighters have agreed to wage freezes in 2013 and 2014 with the Dispatchers negotiating a “me, too” clause for the AFSCME agreement for 2014. The City estimates that the cost of a 4%, a 3.5% and a 3.0% increase requested by the Union would cost the City \$79,865, \$72,677 and \$64,475, respectively, for a cumulative cost over the three years of 2013-2015 of \$217,017. It relies on its economic position stated above.

The City proposes the deletion of Article 39, Section 2 (c) with respect to payment when engaged in tree trimming/cutting duties.

The City proposes the insertion of a new Section 4 with regard to the process of the City’s reimbursement for licenses contingent on successfully passing the course and submitting the invoice for payment.

The City addresses the request of the Union to change the pay for a Class A Commercial Drivers License (“CDL”) from \$150 per year to an additional \$0.50 per hour. The City represents that the cost for this would increase from the current \$1,050 per year for seven (7) employees to \$7,280 annually for the seven employees for an increase in cost of \$19,590 over the three year contract. The City maintains that it pays for the testing and training for the CDL which can be up to \$2000. If the employee happens to leave the employ of the City, they take their CDL with them. The increase is not justified.

**Union Proposal:** The Union proposes 4%, 3.5% and 3.0% increases for 2013, 2014, and 2015. The Union bases this on the award made in *FOP/OLC and City of Conneaut, SERB Case No. 2012-MED-08-0754 (Conciliator Binning, 2013)*. The Union argues that the Dispatchers and the Firefighters did not have absolute wage freezes in 2013 and 2014; the Dispatchers had an increase in exchange for deletion of life insurance and the Firefighters had an increase equivalent to the stipend they relinquished.

The Union opposes the deletion of Article 39, Section 2 (c) as being interpreted by an arbitration award.

The Union opposes the insertion of a new Section 4 with regard to the process of the City's reimbursement for licenses contingent on successfully passing the course and submitting the invoice for payment.

The Union also requests that the pay for the possession of a CDL be increased from \$150 per year to \$0.50 per hour. It states that until six years ago, there had not been a requirement for a CDL. However, six years ago the City bought a piece of equipment which required the operator to possess a CDL. At that time, the parties negotiated the \$150 yearly rate. The Union argues that the possession of a CDL is a tremendous responsibility and it believes that the \$150 per year (equivalent to \$0.07 an hour) is not in line with this increase in responsibility.

**Recommendation of the Fact-Finder:** The Fact Finder recommends that there be a wage freeze for 2013 and 2014, and that there be a wage increase of 4.0% (four percent) effective January 1, 2015. This determination is based upon a careful consideration of all the economic presentations on the record, and an evaluation of all the aggregate projected costs of this recommendation and other recommendations on the record in this Report and Recommendations. The wages per job classification will be shown on the recommended "Appendix A." The City's request for a deletion of the current Article 39, Section 2 (c) with respect to payment when engaged in tree trimming/cutting duties will not be recommended as unsubstantiated. The insertion of the a new Section 4 with regard to the City's reimbursement for licenses being contingent on successfully passing the course and obtaining the licensure and submitting the invoice for payment will be recommended, as it appears to closely approximate current practice. The Union's proposal to increase the CDL license payment will not be recommended as the record does not support it. The Parties agreed at the Fact Finding Hearing to the deletion of the current Section 3(a) and other editorial changes in the language which will be reflected in the recommendation.

The recommended language changes to Article 39 are as follows, with language to be deleted is in ~~strikethrough~~ font; new language to be added is in **bold** font:

*ARTICLE 39 – WAGES*

*Section 1.*

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

***Effective January 1, 2013 – 0%***

***Effective January 1, 2014 – 0%***

***Effective January 1, 2015 – 4%***

.....

*Section 3. The City 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 to keep the licenses current.*

~~*(a) City proposes that employees in the Wastewater Treatment Plant, Wastewater 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.*~~

*Section 4. The City shall only pay for the cost of the test for a Commercial Driver License (CDL) License and/or CDL Endorsement(s), and Wastewater or Water Department License if required for the employee's job and only upon the employee successfully passing the test and submitting an invoice for the cost of the test and test results. Any additional licenses beyond those required for the job shall be approved by the employer in advance.*

#### ARTICLE 45 CLERK CLASSIFICATION

City Proposal: The City proposes to delete the classification of "Clerical Supervisor". No one occupies the position at the current time. The City represents that the position has remained unfilled for some time.

Union Proposal: The Union argues that it is not accustomed to doing anything with classifications during negotiations and that the Union Advocate was not authorized to do so. The Union argues that it can not force the City to hire someone into that classification and sees no harm in not deleting the position because the Union will not force the City to hire someone into the position.

**Recommendation of the Fact-Finder**: The Fact Finder recommends that the classification of "Clerical Supervisor" be deleted as there appears to be no dispute that the position is not now filled, and has not been occupied for some time. There was no evidence presented that the same will need to be filled in the near future; the record indicates the City workforce has gone down, from approximately 116 employees in 2000 to approximately 88 in 2013.

The recommended language changes to Article 45 are as follows, with language to be deleted is in ~~striketrough~~ font; new language to be added is in **bold** font:

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

.....

~~*Clerical Supervisor (Position to Remain Unfilled per MOU)*~~

*Section 2 Pay Rates*

.....

~~*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.*~~

**APPENDIX A**

City Proposal: the City states that the job duties within the classifications do not vary to the degree that the City needs to have the diversity in the current contract. It states that no one has been harmed financially by this proposed change. It also states that no employee will see a reduction in pay. In addition, the City does not see the need to pay for licenses that are not required by the EPA and opposes that request by the Union.

The City is proposing a Maintenance/Operator position. This position will allow the supervisor the flexibility to be able to use this individual to assist the mechanic during peak times. In addition the City is proposing that the Sewer Jet Operator 2 be increased from \$18.50 per hour to \$18.61 per hour to provide equity between the two departments.

The City pays longevity to its employees and therefore is asking that any new hires or those that have not reached 10 years of service be exempt from the \$.19 per hour. It states that those who have their 10 years currently will continue to collect the stipend.

The City states that this holds true for the Wastewater IV license. It states that this was a provision for one employee and needs to be memorialized in the agreement. It asserts that this level of licensure is seen at the management level. The City acknowledges that the arbitrator did rule that the Assistant Superintendent was able to remain as a classified position. The City assumes that it was allowed because one could not have a management position operating the plant as this would be contrary to the contract. The City is asking that the position be changed to a foreman's position which is what it would have been from the beginning.

The City also seeks the deletion of the Custodian position as the same has not been filled for some time.

Union Proposal: the Union seeks to add language such that the wastewater plant employees will receive compensation for each EPA certificate of approval. Its reasoning for this proposal is that all employees must obtain an “Occupational Certificate” to be able to test chemicals and run the plant. It states that only two employees are currently microbiological-certified; that is limited by the EPA. The Union wants \$.35 per certificate. The Union represents that the Wastewater Treatment Operators receive this compensation already.

The Union also proposes an increase in pay for the wastewater utility worker to match the maintenance worker. Its rationale for this is that the utility worker performs the same duties as the maintenance worker and it only affects one employee.

With regard to the City’s proposed Appendix A, the Union represents that the City is seeking a wholesale reorganization of the classifications which it hasn’t discussed with the Union. The Union also represents, without dispute, that it has not seen any job descriptions or the like for any of the new positions that are being proposed by the City.

**Recommendation of the Fact-Finder**: It is recommended that the Custodian position be deleted as it has not been filled for some time. The remainder of the City and Union proposals are not recommended. The Parties have not discussed the restructuring of the classifications and the Parties should do so prior to seeking a determination by a Fact Finder. The issue of the increased pay for licensure can be addressed as part of that process.

The recommended language changes to Appendix A (including the recommended wages for 2013, 2014, and 2015 as discussed in relation to Article 39) are as follows, with language to be deleted is in ~~strikethrough~~ font; new language to be added is in **bold** font:

:

<i>APPENDIX A</i>			
<i>Classification</i>	<i>Hourly Rate 2013</i>	<i>2014</i>	<i>2015</i>
<i>Custodian</i>	<del><i>\$14.33</i></del>	<del><i>\$14.33</i></del>	<del><i>\$14.90</i></del>
<b>WASTEWATER DEPARTMENT</b>			
<b><i>Unlicensed Operator</i></b>	<b><i>\$17.16</i></b>	<b><i>\$17.16</i></b>	<b><i>\$17.85</i></b>
<b><i>Operator Class 1 (Lic 1)</i></b>	<b><i>\$18.18</i></b>	<b><i>\$18.18</i></b>	<b><i>\$18.91</i></b>

<i>Operator Class 2 (Lic 2)</i>	<i>\$18.86</i>	<i>\$18.86</i>	<i>\$19.61</i>
<i>Operator Class 3 (Lic 3)</i>	<i>\$19.93</i>	<i>\$19.93</i>	<i>\$20.73</i>
<i>Utility Worker</i>	<i>\$16.65</i>	<i>\$16.65</i>	<i>\$17.32</i>
<i>Utility Worker 1 (Lic 1)</i>	<i>\$17.12</i>	<i>\$17.12</i>	<i>\$17.80</i>
<i>Utility Worker 2 (Lic 2)</i>	<i>\$17.31</i>	<i>\$17.31</i>	<i>\$18.00</i>
<i>Maintenance Worker</i>	<i>\$17.00</i>	<i>\$17.00</i>	<i>\$17.68</i>
<i>Maintenance Worker 1 (Lic 1)</i>	<i>\$17.46</i>	<i>\$17.46</i>	<i>\$18.16</i>
<i>Maintenance Worker 2 (Lic 2)</i>	<i>\$17.64</i>	<i>\$17.64</i>	<i>\$18.35</i>
<i>Maintenance Crew Leader 1 (Lic 1)</i>	<i>\$19.47</i>	<i>\$19.47</i>	<i>\$20.25</i>
<i>Maintenance Crew Leader 2 (Lic 2)</i>	<i>\$20.11</i>	<i>\$20.11</i>	<i>\$20.91</i>
<i>Sewer Jet Operator</i>	<i>\$17.91</i>	<i>\$17.91</i>	<i>\$18.63</i>
<i>Sewer Jet Operator 1 (lic 1)</i>	<i>\$18.36</i>	<i>\$18.36</i>	<i>\$19.09</i>
<i>Sewer Jet Operator 2 (Lic 2)</i>	<i>\$18.54</i>	<i>\$18.54</i>	<i>\$19.28</i>
<i>Assistant Superintendent</i>	<i>\$20.63</i>	<i>\$20.63</i>	<i>\$21.46</i>
<b><i>WATER DEPARTMENT</i></b>			
<i>Unlicensed Operator</i>	<i>\$17.16</i>	<i>\$17.16</i>	<i>\$17.85</i>
<i>Operator Class 1 (Lic 1)</i>	<i>\$18.18</i>	<i>\$18.18</i>	<i>\$18.91</i>
<i>Operator Class 2 (Lic 2)</i>	<i>\$18.86</i>	<i>\$18.86</i>	<i>\$19.61</i>
<i>Operator Class 3 (Lic 3)</i>	<i>\$19.93</i>	<i>\$19.93</i>	<i>\$20.73</i>
<i>Meter Service Worker</i>	<i>\$17.39</i>	<i>\$17.39</i>	<i>\$18.09</i>
<i>Meter Service Worker 1 (Lic 1)</i>	<i>\$17.85</i>	<i>\$17.85</i>	<i>\$18.56</i>
<i>Meter Service Worker 2 (Lic 2)</i>	<i>\$18.03</i>	<i>\$18.03</i>	<i>\$18.75</i>
<i>Meter Reader</i>	<i>\$16.91</i>	<i>\$16.91</i>	<i>\$17.59</i>
<i>Utility Worker/Operator</i>	<i>\$17.16</i>	<i>\$17.16</i>	<i>\$17.85</i>
<i>Utility Worker/Operator 1 (Lic 1)</i>	<i>\$18.18</i>	<i>\$18.18</i>	<i>\$18.91</i>
<i>Utility Worker/Operator 2 (Lic 2)</i>	<i>\$18.86</i>	<i>\$18.86</i>	<i>\$19.61</i>
<i>Utility Worker/Operator 3 (Lic 3)</i>	<i>\$19.93</i>	<i>\$19.93</i>	<i>\$20.73</i>
<i>Pipefitter</i>	<i>\$17.47</i>	<i>\$17.47</i>	<i>\$18.17</i>
<i>Pipefitter 1 (Lic 1)</i>	<i>\$17.92</i>	<i>\$17.92</i>	<i>\$18.64</i>
<i>Pipefitter 2 (Lic 2)</i>	<i>\$18.11</i>	<i>\$18.11</i>	<i>\$18.83</i>
<i>Pipefitter-Leader/Trainer</i>	<i>\$18.18</i>	<i>\$18.18</i>	<i>\$18.91</i>
<i>Pipefitter-Leader/Trainer (Lic 1)</i>	<i>\$18.63</i>	<i>\$18.63</i>	<i>\$19.38</i>
<i>Pipefitter-Leader/Trainer (Lic 2)</i>	<i>\$18.82</i>	<i>\$18.82</i>	<i>\$19.57</i>
<i>Assistant Superintendent</i>	<i>\$20.63</i>	<i>\$20.63</i>	<i>\$21.46</i>
<b><i>PUBLIC WORKS DEPARTMENT</i></b>			
<i>Head Mechanic</i>	<i>\$19.24</i>	<i>\$19.24</i>	<i>\$20.01</i>

In the Matter of Fact-Finding Between the City of Conneaut (Ohio) and Ohio Council 8, AFSCME, AFL-CIO and Local 2182, Case No. 2012-MED-08-0753

<b>Mechanic</b>	<b>\$17.47</b>	<b>\$17.47</b>	<b>\$18.17</b>
<b>A Rate</b>	<b>\$18.61</b>	<b>\$18.61</b>	<b>\$19.35</b>
<b>B Rate</b>	<b>\$17.47</b>	<b>\$17.47</b>	<b>\$18.17</b>
<b>C Rate</b>	<b>\$16.87</b>	<b>\$16.87</b>	<b>\$17.54</b>
<b>Laborer/Trainee</b>	<b>\$16.44</b>	<b>\$16.44</b>	<b>\$17.10</b>
<b>Leader/Trainer</b>	<b>\$19.24</b>	<b>\$19.24</b>	<b>\$20.01</b>
<b>Cemetery Sexton</b>	<b>\$19.24</b>	<b>\$19.24</b>	<b>\$20.01</b>
<b>CLERICAL</b>			
<b>Trainee</b>	<b>\$12.56</b>	<b>\$12.56</b>	<b>\$13.06</b>
<b>Clerk 1</b>	<b>\$13.06</b>	<b>\$13.06</b>	<b>\$13.58</b>
<b>Clerk 2</b>	<b>\$13.73</b>	<b>\$13.73</b>	<b>\$14.28</b>
<b>Clerk 3</b>	<b>\$14.63</b>	<b>\$14.63</b>	<b>\$15.22</b>
<b>Clerk 4</b>	<b>\$15.31</b>	<b>\$15.31</b>	<b>\$15.92</b>
<b>Clerk 5</b>	<b>\$16.50</b>	<b>\$16.50</b>	<b>\$17.16</b>
<b>E clerk</b>	<b>\$17.15</b>	<b>\$17.15</b>	<b>\$17.84</b>
<b>Clerical Supervisor</b>	<b>\$17.47</b>	<b>\$17.47</b>	<b>\$18.17</b>

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

*The rates of Leader/Trainer, Head Mechanic, and Cemetery Sexton in the Public Service Works Department will always be at least \$.50 higher than an A Rate Operator in the Public Service 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 10 or more years of continuous service with the City.*

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

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

**MATTERS PREVIOUSLY AND TENTATIVELY AGREED TO,  
AND MATTERS NOT ADDRESSED IN THE RECOMMENDATIONS**

**Recommendation of the Fact-Finder:** It is recommended that any matters previously and tentatively agreed to by the Parties regarding issues not specifically addressed in this Report and Recommendations of the Fact Finder be deemed incorporated by reference, copies of which are attached. In addition, the attached formal Tentative Agreements are incorporated herein and made a part of this Fact Finding and Recommendations; they are titled as follows:

ARTICLE 6 – GRIEVANCE PROCEDURE  
ARTICLE 7 – SENIORITY  
ARTICLE 11 – TEMPORARY TRANSFERS  
ARTICLE 12 – PROMOTIONS – JOB BIDDING  
ARTICLE 20 – HEALTH AND SAFETY  
ARTICLE 29 – OVERTIME  
ARTICLE 32 – PERS PICK UP  
ARTICLE 36 – NO SUBCONTRACTING OUT  
ARTICLE 38 – LONGEVITY  
ARTICLE 41 – JOB CLASSIFICATION  
ARTICLE 42 – CALL-OUT FOR SNOW REMOVAL

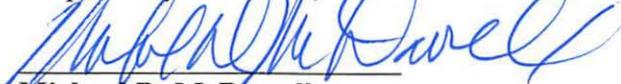
It is also recommended that all language not addressed in these recommendations, and not so incorporated by reference, will stay the same in the new Agreement.

This concludes the Report and the Recommendation of the Fact Finder.

The Parties are respectfully reminded that, pursuant to Ohio Revised Code Section 4117.14 (C) (6) (a), any mistakes in the language recommended by the Fact Finder are correctable by the mutual agreement of the parties.

Pittsburgh, PA  
August 12, 2014

Respectfully submitted,



**Michael D. McDowell**  
**Fact Finder**

**CERTIFICATE OF SERVICE**

This is to certify that per the agreement of the Parties, an electronic copy in .pdf format of the duly executed original of the foregoing was emailed this 12th day of August, 2014, to Mr. Tim Eggleston, City Manager at [conneautcitymanager@suite224.net](mailto:conneautcitymanager@suite224.net) and [conneautcitymanager@conneautoh.org](mailto:conneautcitymanager@conneautoh.org), and to Cindy Michael, Esq., at [cindyamichael@yahoo.com](mailto:cindyamichael@yahoo.com).



**Michael D. McDowell**  
**Fact-Finder**

## **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 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 ~~City~~ 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 30 days ~~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 City 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 City within the specific time limits shall automatically be advanced to the next step.

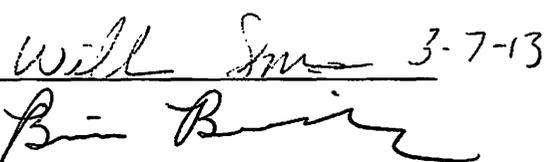
**SECTION 6.** Attendance by the aggrieved employee and the employee's supervisor at any and all meetings and/or hearings is mandatory unless such attendance is waived in writing by the City, Union and aggrieved employee. The employee has the right to have a union representative present at all steps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

~~**SECTION 7.** An arbitrator shall be mutually agreed upon 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) \_\_\_\_\_~~

City of Conneaut

  
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AFSCME Local 2182

  
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Date 3/7/13

**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 ~~three~~ **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 **and (c) departmental seniority which is total accumulated service within the department.** 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:

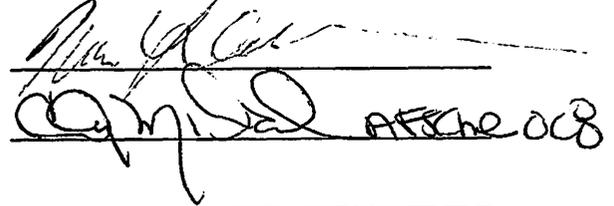
- a) Quits or resigns;
- b) Is discharged for just cause;
- c) Is laid off for a period of time equal to the amount of City-wide seniority the employee had on the date of his layoff;
- d) Is absent without leave for fourteen (14) consecutive work days and fails to give proper excuse or notice of the 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.

City of Conneaut

  
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AFSCME Local 2182

  
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Date: 6/18/13

**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. **Employees being transferred shall be notified in writing prior to said transfer.** 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 **in writing** 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 **of pay** 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.

City of Conneaut

AFSCME Local 2182



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Date: 3/7/13

**ARTICLE 12 - PROMOTIONS - JOB BIDDING**

**SECTION 1.** When a vacancy occurs, or a new job is created, the City 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, **or wishes to return to his previous position** 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 City 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 that has not satisfactorily completed the required probationary period as provided for in Article 15, Section 1.

City of Conneaut

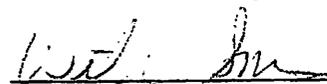
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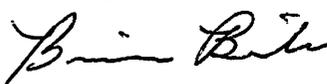
  
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**ARTICLE 20 - HEALTH AND SAFETY**

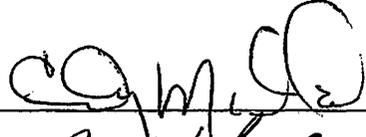
**SECTION 1.** There is hereby established a joint Safety and Health Committee for the purpose of establishing safe and healthful working conditions and procedures in the City and to encourage all employees to follow said procedures.

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

City of Conneaut

AFSCME Local 2182

  
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Date: 6/18/13

**Article 29**

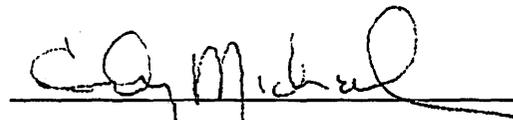
The parties mutually agree to remain with current contract language in Article 29, Overtime.

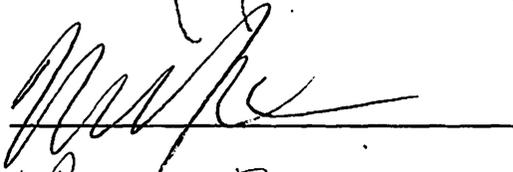
For the City of Conneaut

For AFSCME Local 2182

  
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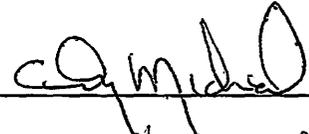
ARTICLE 32 - PERS PICK UP

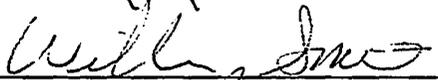
SECTION 1. The employee and employer shall contribute their percentages as required by the Ohio Revised Code to the Public Employees Retirement System.

City of Conneaut

AFSCME Local 2182



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**ARTICLE 36 - NO CONTRACTING OUT**

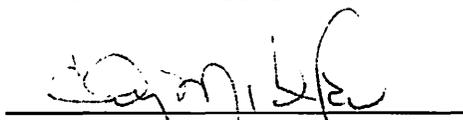
**SECTION 1.**

- (a) It shall be the policy of the City to not subcontract work, including work performed by temporary summer employees that would result in the layoff of bargaining unit employees. A temporary or summer employee may work over 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 City 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 except for pick-up trucks, lawn mowers, crack filling machine, and miscellaneous hand equipment. Summer employees are generally utilized to crack fill, mow grass, weed eat and direct traffic (during paving).
- (d) No summer employee shall work more than 40 hours per week.
- (e) The City will employ no more than six (6) summer employees between May 1 and September 30.

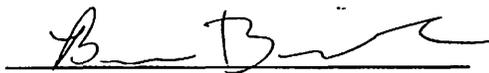
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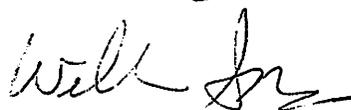
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ARTICLE 38 - LONGEVITY

**SECTION 1.** An employee who has **completed** 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.

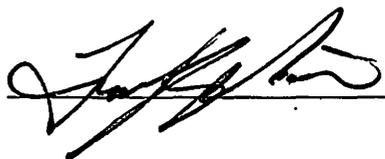
**Eligibility and amount of longevity payment is to be verified by the Finance Director on November 1st of each year and payment in one lump sum shall be made no later than the first pay period in November of such year.**

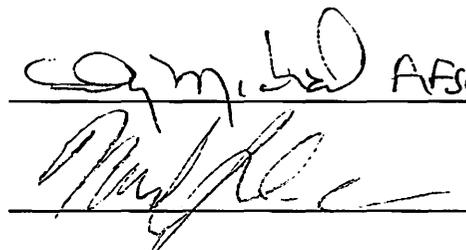
**Employees who have left the service of the Employer prior to November of any year shall not be eligible for any longevity payments for that year except that such employee who has retired, based on years of service or disability, shall be eligible for a proportional payment based on hours for which straight time pay was received prior to November 1st divided by 2,080 hours (hours worked at overtime rates are not counted).**

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.

City of Conneaut

AFSCME Local 2182

  
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Date: 6/18/13

*Agree to bolded paragraphs only - not  
payment amount  
Union has monetary proposal.*

ARTICLE 41

JOB CLASSIFICATION

**SECTION 1.** Employees in the following job classifications shall be able to meet the job duties and operate equipment in a safe and efficient manner **in accordance with industry standards and upon recommendation of the Department Supervisor and the Leader/Trainer.**

A-Rate Heavy Equipment Operator: (CDL Required) - Must be able to operate ~~proficient in the operation of~~ four (4) of the ~~six seven~~ **(6) seven (7)** following pieces of equipment: Paver, Sweeper, **Excavator**, Grader, Backhoe, Sewer Jet, Bucket Truck, **or any other equipment purchased similar to that which a heavy equipment operator would normally operate such as a bull dozer etc.**

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

C-Rate Heavy Equipment Operator: (CDL Required) - Must be able to operate ~~proficient in the operation of~~ all of the following pieces of equipment: Single **axel dump truck**, Pick-ups, Loader, Tar Truck, and Miscellaneous Hand Equipment.

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

**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.~~ **The City shall not prohibit an employee from moving from one pay rate to another by restricting the employee's ability to learn a new piece of equipment. In addition, an employee shall not refuse to learn a new piece of equipment when directed so by the supervisor.**

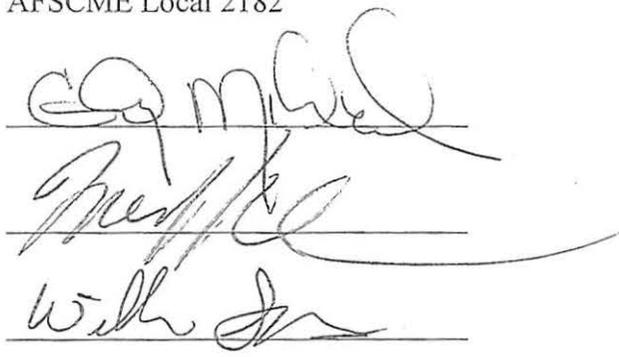
**SECTION 3.** The employee in the B-Rate classification shall be paid a quarter of the difference between the A and B hourly rate for each A-Rate piece of equipment the employee has demonstrated competency on, until the employee meets the qualifications of an A-Rate Heavy Equipment Operator as approved by the Department Supervisor and Lead Trainer.

Example based on current rates: A-Rate \$18.61 – B-Rate \$17.47 = \$1.14/4 = 0.285 per piece of equipment.

City of Conneaut

AFSCME Local 2182





Date: 5/10/14

**ARTICLE 42 - CALL-OUT 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~~ **Service Garage** within one (1) hour of being paged.

**SECTION 2.** The call-out list for snow removal shall consist of **three (3) to five (5)** Public ~~Works~~ **Service** Department employees 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 a new 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.

.....

(b) In the event that 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 ~~Service~~ **Works** Director.

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(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 ~~Service~~ **Works** Dir. from calling out additional employees during a snow event in conformance with the other provisions of the Contract.

This tentative agreement reached by the parties at the May 12, 2014, Fact Finding Hearing.