



MEMORANDUM OF AGREEMENT
EXTENSION OF COLLECTIVE BARGAINING AGREEMENT

WHEREAS, the Wooster Employees Association ("WEA") and the City of Wooster (the "City") are parties to a collective bargaining agreement (CBA), which will expire on December 31, 2010.

WHEREAS, this agreement is intended to modify and extend the aforementioned CBA between the parties; and

WHEREAS, the parties desire to modify the existing CBA, as well as their respective obligations under the Collective Bargaining Act, Chapter 4117, of the Ohio Revised Code, in a cooperative effort to address matters related to a possible revenue shortfall of the City in calendar year 2011.

WHEREFORE, the parties agree as follows:

1. The current CBA will be extended for a period of fifteen (15) months, and will expire on March 31, 2012. Negotiations scheduled to commence pursuant to the Collective Bargaining Act on or about October 1, 2010, will be stayed until January 1, 2012.
2. The City agrees that any increases in economic benefits negotiated by the parties in a successor CBA will be effective January 1, 2012.
3. The City agrees not to lay off any WEA bargaining unit member during the term of this Memorandum of Agreement. If it becomes necessary for the City to lay off bargaining unit members, the City will immediately notify the WEA, and the terms hereof will become null and void upon said notification, except that the City will continue to honor the terms of paragraph 2, above.
4. The City agrees that effective upon the execution of the Memorandum it will grant and afford actual preference to all current full-time and/or laid-off bargaining unit employees for any and all vacant and/or newly created bargaining unit positions. *The Employer may administer changes to the classification plan through combining, eliminating or modifying existing job positions or classification, regardless of classified service designation, provided WEA is notified of such changes prior to the implementation thereof, and afforded the opportunity to discuss said changes as provided in Article VII, Employee-Management Committee, of the CBA.*
5. The provisions set forth in ¶¶3, 4 and 7, herein, shall have no precedent setting effect, and will not be used by either party in any manner for any reason in negotiations or collective bargaining for a successor agreement. Except for the

explicit terms of this Memorandum of Agreement, the City does not waive its management rights as set forth in the existing CBA and the Ohio Revised Code.

6. In the event that any other bargaining unit in the City or any member of the management group receives a wage increase during the term of this Memorandum of Agreement, that same wage increase will be automatically and immediately given to all WEA bargaining unit members pursuant to the same terms and conditions. This provision does not apply to those employees who may be promoted, re-assigned or re-classified as a result of the city administration's pending reorganization.

7. Except as set forth in this Memorandum of Agreement, the current CBA as it exists on December 31, 2010 will continue in full force and effect during the extension thereof pursuant to the express written terms thereof until a successor agreement is reached between the parties; provided that wages (including step increases) during the extension will be frozen as of December 31, 2010, and there will be no such increases during the extension period. Step increases for which bargaining unit employees would have been eligible for payment will be eliminated and not paid in 2011.

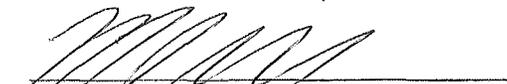
FOR THE CITY OF WOOSTER

**FOR THE WOOSTER EMPLOYEES
ASSOCIATION**


Robert F. Breneman, Mayor



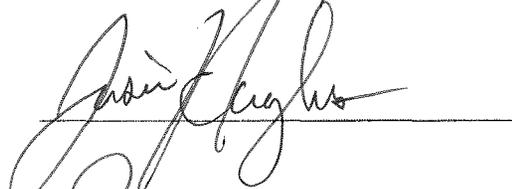
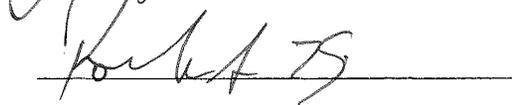



Michael J. Sigg, Director of
Administration





Dated: 12-2-10



Dated: Dec. 2, 2010