

**SECOND ADDENDUM (B) TO THE CONTRACT AGREEMENT 2011-2013
BETWEEN THE ROCKY RIVER WASTEWATER EMPLOYEE'S
ASSOCIATION
AND THE CITY OF ROCKY RIVER, OHIO**

WHEREAS, the following is the second Addendum (B) ("Addendum") to the Contract Agreement for 2011-2013 ("Agreement") between the Rocky River Wastewater Employee's Association bargaining unit ("Association") representing the Rocky River Wastewater Treatment Plant ("WWTP") employees and the City of Rocky River, Ohio, both collectively referred to herein as "Parties"; and

WHEREAS, the Parties have mutually agreed to the terms of this Addendum, which has the specific purpose of establishing a provisional twelve (12) hour work schedule for certain shift operators, with a recognition that certain wages and other benefits identified in Exhibit "C" will necessarily be modified; and

WHEREAS, during the course of the period covered by the Addendum, the wages and benefits provisions provided for in the attached Exhibit "C" shall supersede and replace the like kind provisions stated in the Agreement, with any inconsistencies between them resolved in favor of the provisions of Exhibit "C"; and

WHEREAS, the Parties acknowledge that the WWTP Superintendent and/or Mayor of the City of Rocky River ("Mayor") shall identify in writing those shift operators (except for the sludge press operator) who shall be subject to the twelve (12) hour work schedule, and further, that the WWTP Superintendent and/or Mayor shall reserve the right to designate in writing certain other Association Bargaining Unit Members who shall continue to work an eight (8) hour shift schedule.

WHEREAS, the parties fully understand that the employer, the City of Rocky River, by agreeing to this Addendum, is not in any manner whatsoever relinquishing any of its management rights as set forth in Article 2. of the Agreement; and

NOW, THEREFORE, based upon the mutual agreement and consideration acknowledged between the Parties, it is agreed as follows:

1. Effective on or about January 8, 2013, a twelve (12) hour shift work schedule for certain shift operators will be implemented on a trial basis by the WWTP Superintendent and/or Mayor.
2. Upon such implementation, certain wage and benefit provisions of the Agreement will be revised and become effective as more fully set forth in the revised articles attached hereto and incorporated herein as Exhibit "C". Exhibit "C's" revisions to the Agreement shall not apply to anyone other than twelve (12) -hour shift employees or anyone who temporarily works such twelve (12)-hour shift.

3. The twelve (12) hour shift work schedule shall be implemented on a trial basis only, with the specific understanding that the WWTP Superintendent and/or Mayor in his or her exclusive discretion may unilaterally and without participation or discussion with the Association or its members, discontinue such provisional twelve (12) hour shift scheduling, upon sixty (60) days written notice to the Association. The trial period, unless discontinued as set forth above, shall be for a twelve (12) month period commencing from the date of this Addendum. At the request of the Association, the Superintendent and/or Mayor, the Parties are willing to discuss any on-going issues or concerns with the implementation of the new twelve (12)-hour shift assignments.

4. The repeating work schedule shall be comprised of fourteen (14) days, with forty (40) hours in each seven (7) day workweek. The provisional twelve (12) hour shift schedule shall be comprised of a day schedule (8:00 a.m. to 8:00 p.m.) and a night schedule (8:00 p.m. to 8:00 a.m.). There shall be one (1) eight (8) hour off-shift in each fourteen (14) day schedule (for day shift: 4p.m. to 12a.m.; for night shift: 12a.m. to 8a.m.) The day schedule will be manned by the "A" shift and the "C" shift, and the night schedule will be manned by the "B" shift and the "D" shift. The day shifts will rotate with the night shifts every three months, as determined by the Superintendent, following each shifts' scheduled weekend of work (A rotates w/ B; C rotates w/ D). The Operators affected by the twelve (12) hour shift work schedule shall be provided the initial opportunity to choose a shift according to seniority in the Association, but such choice shall be subject to the discretion of the WWTP Superintendent and/or Mayor in the ultimate and final selection of employees for each shift.

5. As of the date of passage of this Addendum, the following current eight (8) shift operators would be subject to the provisional twelve (12) hour work schedule on a trial basis: Michael Clough, Nathaniel Clough, Kenneth Gerrick, Terry Hilt, Mark Kalinowski, Charles Linden, William O'Reilly and Jason Werts. In addition, as of the date of the passage of this Addendum, the following employees will be on an eight (8)-hour work schedule: Joel Clough, Christine Gottwald, Daniel Kundtz, Michael M^cCarthy, Brian Mullen, Daryl Radeff, Edward Schaefer and Arthur Stolze. Should any assignment as set forth in this provision change, the Superintendent shall make such change in writing.

6. The trial period of this Addendum may be extended by mutual agreement of the Parties.

7. This Addendum shall expire on January 8, 2014.

8. This Addendum shall not take effect until approved by the Association and the City Council of the City of Rocky River, Ohio.

9. This Addendum with attached Exhibit "C" may be amended by the Parties in writing at any time during the trial period.

IN WITNESS WHEREOF, the parties hereunto signed by their authorized representative
this 5th day of October, 2012

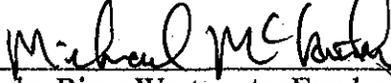
FOR THE ASSOCIATION:



Rocky River Wastewater Employee's Association

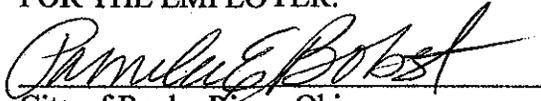


Rocky River Wastewater Employee's Association



Rocky River Wastewater Employee's Association

FOR THE EMPLOYER:



City of Rocky River, Ohio
Mayor

APPROVED AS TO FORM:



Andrew D. Bemer,
Director of Law

APPROVED AS TO FORM:



David J. Matty
Special Counsel 

12 HOUR SHIFT AGREEMENT

EXHIBIT "C"

Except as revised by this Exhibit "C," all other provisions of the 2011-2013 Contract between the Rocky River Wastewater Employee's Association and the City of Rocky River, Ohio shall remain in full force and effect.

ARTICLE 5A. SHIFT ASSIGNMENT FOR OPERATORS

Shift assignments for the term of the Agreement shall be as follows:

All shift Operators positions shall be filled by seniority. All positions will be posted annually on October 1st for a period of ten days. All shifts shall have no less than two certified Operators per shift. The existing Operators may request the positions based on the seniority. In the event that less than two certified Operators sign up for a shift, the position will be filled by reverse order of Operator seniority as determined by start dates. All WWTP employees have the right to bid on vacant operational shift slot.

Notwithstanding anything to the contrary above, shift assignments for the provisional twelve (12) hour work schedule shall be as follows:

As agreed to by Management and the Association, for the Trial Shift Assignments for Operators, shift Operators' positions will be posted for a period of 10 days (or less if all operators are signed up.) The existing Operators may request the positions based on seniority. Employees will sign up on either day shift or night shift according to seniority. To prevent issues with 2 untrained employees or non licensed workers being scheduled on the same shift together, management shall have the right to assign what two operators will work together on a given shift. Seniority will be considered, but shall not be the determining factor.

ARTICLE 13. SALARIES, HOURLY RATES, OVERTIME AND COMPENSATORY TIME

(a) All full-time employees of the Wastewater Treatment Plant shall receive the rate of time and one-half their regular hourly rate for those hours in excess of their regular ~~eight hour shift~~ twelve (12) hours per day when working a twelve (12) hour shift, or for all hours worked in excess of eight (8) hours per day when working an eight (8) hour shift and/or forty hours per week.

(c) The procedure for filling overtime assignments shall be as follows:

Overtime List Provisions-
Special Cases-

Vacation

For purposes of overtime call in, vacation should be considered as the period of time starting at quitting time on the last scheduled work day before the vacation period, and continuing until starting time of the first scheduled work day after the vacation period. An employee must take a full ~~scheduled eight (8) hour~~ vacation day to be considered on vacation.

Split Shifts (NEW)

If any 12-hour shift overtime needs to be split (due to no employee working in excess of sixteen (16) consecutive hours in any twenty-four (24) hour period), the 8 hour shift would be 8 AM to 4 PM for A and C shifts; if filling split overtime for B and D shifts, the 8 hour shift would be midnight to 8 AM, unless agreed to otherwise by both employees filling the overtime and approved by management.

Partial (4 hours) Relief (NEW)

Any employee working a 12-hour shift (straight time or overtime) may cede exactly four (4) hours to a substitute employee (using vacation time or forfeiting overtime), regardless of the three (3) day notice procedure, by contacting the plant employee on the overtime list in the order that they appear on the overtime list. Any employee on the overtime list refusing the overtime will not be charged. The only employee to be charged would be an employee that agreed to accept the overtime, and said employee would move down the list to their new correct position on the list.

An employee may request partial relief for a maximum of two (2) times per month. All normal paperwork must be completed by the employee requesting relief and approved by management.

g) ~~Midnight shift (12:00 a.m. - 8:00 a.m.)~~ Night shift will be paid ~~\$1.00~~ \$0.75/hr. premium over an Operator's hourly rate set forth hereinafter including any Employee who temporarily works on said shift.

~~(k) In addition to the eight (8) hours paid time off provided to those employees taking State examinations in Columbus, Ohio, those Employees working the afternoon or night shift the day before the day of the State examination shall be provided that eight (8) hours paid time off.~~

One workday paid time off provided to those employees taking State examinations in Columbus, Ohio. Employees working the day before the day of the State examination shall choose either the previous day or the actual exam day.

ARTICLE 16. VACATION LEAVE

When vacation leave is used, it shall be deducted from the Employee's credit on the basis of one hour for every hour of absence from previously scheduled work.

ARTICLE 17. HOLIDAYS..... (NEW)

Each full-time Employee of the Wastewater Treatment Plant shall, in addition to his established annual vacation period, be entitled to receive each year, eleven paid holidays **(88 Hours)** as follows:

(8 Hours Pay Per HolidayRemains the same)

This additional paid holiday may be split and combined with the 1/2 day **(4 Hours)** before Christmas and the 1/2 day **(4 Hours)** before New Years.