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ROCKY RIVER WASTEWATER EMPLOYEE'S ASSOCIATION

AND

THE CITY OF ROCKY RIVER

CONTRACT FOR 2011-2013

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PREAMBLE

This Agreement is entered into by and between the City of Rocky River, Ohio 21012 Hilliard Boulevard, Rocky River, Ohio, an Ohio Municipal Corporation, hereinafter referred to as "Employer" or "City", and the Rocky River Wastewater Employee's Association, hereinafter referred to as "Association", with such Association being all full-time employees, excluding Supervisors as defined by Chapter 4117 and excluding all employees during the probationary period, at the Rocky River Wastewater Treatment Plant. It is the purpose of this Agreement to establish proper standards of wages, hours and other conditions of employment and to assure the rights of both employees and the City of Rocky River, representing its citizens.

The male pronoun or adjective where used herein refers to the female also, unless otherwise indicated. The term "Employee" or "Employees" where used herein refers to all employees in the bargaining unit. Furthermore, it is the purpose of this Agreement to provide a fair and reasonable method of enabling employees covered by this Agreement, to participate in the establishment of the terms and conditions of their employment and to establish a peaceful procedure for the resolution of differences concerning this Agreement between the parties.

ARTICLE 1. RECOGNITION

(a) The Association is all full-time Employees in the following classifications, but excluding all supervisors as defined by Chapter 4117, Ohio Revised Code, and excluding all employees during the probationary period, for the purpose of establishing rates of pay, wages, hours, terms of employment:

Maintenance Foreman and Electrician
Operator I, II, III
Maintenance Mechanic I, II, III
Lab Technician
Attendants
Clerk/Lab Technician Assistant
Temporary Laborer

(b) The classifications used above are descriptive and are not restrictive. Their use is neither an indication nor a guarantee that these classifications will continue to be utilized.

ARTICLE 2. MANAGEMENT RIGHTS

Subject to the Constitution and the Laws of the State of Ohio and the Charter and Ordinances of the City of Rocky River, the City shall have the exclusive right to manage the operations, control the premises, direct the working forces and maintain efficiency of operations. Specifically, the City's exclusive management rights include but are not limited to, the sole right to hire, discipline and discharge for just cause, discipline and discharge for any reason during the probationary period, lay off and promote, to promulgate and enforce reasonable employment rules and regulations, to reorganize, discontinue or enlarge any department or division; to transfer employees (including the assignment and allocation of work) within departments or to other departments; to introduce new and/or improved equipment, methods and/or facilities; to determine work methods, to determine the size, composition and duties of the work force, the number of shifts required and work schedules; to establish, modify, consolidate or abolish jobs (or classifications); and to determine the staffing patterns, including but not limited to, assignments of Employees, numbers employed, duties to be performed, qualifications required and areas worked.

ARTICLE 3. NON-DISCRIMINATION

The Employer and the Association hereby state their commitments, not to discriminate in any manner relating to employment or representation on the basis of race, color, creed, national origin, gender, sexual orientation, marital status, disability, veteran's status or age.

ARTICLE 4. SENIORITY

Seniority shall be determined by continuous service in the Wastewater Treatment Plant calculated from the date of employment. Continuous service shall be broken only by resignation, discharge or retirement.

ARTICLE 5. PERMANENT PROMOTIONS

When a vacancy occurs or a new job is created, the Employer will look first to filling the vacancy or new job from among the existing Employees of the bargaining unit at the Wastewater Treatment Plant. When a vacancy occurs or a new job is created, the Employer will post such vacancy or job for a period of ten (10) calendar days. After reviewing the names on the bid sheet at the conclusion of the posting period, the Employer shall make its selection based on skill and ability, work performance and attendance. However, after reviewing the names on the bid sheet, should the Employer decide no one on said sheet is qualified for the position based on skill and ability, the Employer has the right to hire an individual not on said sheet.

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.

ARTICLE 5B. LICENSE REQUIREMENTS

All *new employees* of the WWTP (except the Clerk position) must be licensed through the State of Ohio Environmental Protection Agency within 30 months of date of hire. The City requires *all employees* to renew their license in a timely manner, and in accordance with the Ohio EPA procedure, as a condition precedent to continued employment.

Any employee who allows a City-paid course registration to expire, shall be responsible for any additional renewal costs for contact hours or license fees.

The provisions of Article 5B of the 2008-10 Agreement and Addendum A, which is attached as Exhibit "B," shall apply if it is anticipated that any member's license shall expire on December 31, 2010.

ARTICLE 6A. PERSONNEL REDUCTIONS

Personnel reduction shall be made in the reverse order of seniority.

ARTICLE 6B. PROBATIONARY PERIOD

For any newly hired employee after January 1, 2008, there shall be a non-contestable probationary period, defined as one (1) year from the date of hire. During such probationary period, employees may be discharged and disciplined without just cause and without resort to the grievance procedure set forth hereinafter. Employees during the probationary period shall not be members of the Rocky River Wastewater Employee's Association.

ARTICLE 7. LAY-OFF BENEFITS

Any employee who is laid off in accordance with Section 124.37 of the Ohio Revised Code shall be entitled to hospitalization and Death Benefits for a period of ninety (90) days from such lay-off date.

ARTICLE 8. DISCIPLINE AND DISCHARGE

No Employee shall be disciplined or discharged without just cause. The Director of Public Safety-Service shall make and/or approve all reductions and suspensions in said Division. The Employee so affected by reductions and/or suspensions shall have the right to appeal said penalty to the Mayor. Notwithstanding anything to the contrary herein, an employee may be disciplined and discharged for any reason during the probationary period.

ARTICLE 9. LABOR MANAGEMENT COMMITTEE AND PROCEDURE

The Labor Management Committee shall consist of three representatives of the Association, and three representatives appointed by the Mayor of the City of Rocky River, which may include the Mayor. Said Committee shall meet and recommend procedures in handling matters of Employee grievances, rules and regulations and items of safety, health and welfare of the Employees. Said Committee shall meet on a scheduled quarterly basis, unless otherwise agreed.

GRIEVANCE PROCEDURE
WASTEWATER TREATMENT PLANT

DEFINITION

A grievance shall be defined as an unresolved question or dispute regarding wages, hours and/or terms and conditions of employment including unresolved questions or disputes concerning the interpretation and application of this Agreement and disciplinary actions resulting in more than an oral reprimand.

PROCEDURE

Every employee shall have the right to present his/her grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint,

discrimination or reprisal. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled at the lowest possible step of this procedure.

Grievances or disputes which may arise, including the interpretation of this Agreement, shall be settled in the following manner:

STEP 1. The person or persons initiating the alleged grievance shall present the grievance, in writing, to the Grievance Committee, which may in turn, present it to the WWTP Superintendent within five (5) working days after its occurrence. The WWTP Superintendent shall reply in writing to the grievance within five (5) working days after the initial presentation of the grievance.

STEP 2. If the action in Step 1 above fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred to the Director of Public Safety-Service. The Director shall reply in writing to the grievance within ten (10) working days after initial presentation of the grievance to the Director.

STEP 3. If the action in Step 2 above fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred to the Mayor of the City of Rocky River. The Mayor shall reply in writing to the grievance within ten (10) working days after the initial presentation of the grievance to the Mayor.

STEP 4. If within thirty (30) calendar days of the completion of Step 3, the grievance is not satisfactorily settled, the parties may, by mutual agreement, submit the grievance to arbitration. In such case the Employer and the Association's representative shall first attempt to mutually agree upon a neutral arbitrator and, if an agreement cannot be reached, a list of neutral arbitrators shall be obtained from the Federal Mediation and Conciliation Service. Upon receipt of the list, each side shall strike one name in turn until a single arbitrator remains who will hear the grievance at issue. The decision of the arbitrator shall be final and binding upon the Employer, the Association and the grievant(s). The cost of said arbitrator shall be borne equally by the Employer and the Association. Furthermore, the aggrieved Employee, the Grievance Chairman and any witnesses shall not lose any regular straight time pay while attending the arbitration proceedings, as required by the arbitrator.

In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as defined herein. In reaching his/her decision, the arbitrator shall have no authority to add to or subtract from or modify in any way the provisions of this Agreement. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case.

All pre-arbitration grievance settlements reached between the Employer and the Association shall be final, conclusive and binding on the Employer, the Association and the Employees. Provided, that a grievance may be withdrawn by the Association at any time and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievance.

The limits set forth in the grievance procedure may be extended by mutual written agreement of the Employer and the Association.

STEP 5. In the event that the parties cannot agree to submit to binding arbitration, the affected parties shall have as a final remedy, the appropriate Courts of the State of Ohio.

ARTICLE 10. CONTRACTING OUT

The Employer shall maintain the right to contract out and/or privatize services now being performed by the members of the Association. The City of Rocky River shall give sixty (60) days notice to the affected Employees and provide good faith negotiations with the bargaining unit, and make every effort to absorb said Employees into the remaining job slots of the City.

ARTICLE 11. HOURS

All employees of the Wastewater Treatment Plant shall be scheduled to an average of a forty (40) hour work week.

ARTICLE 12. POSITION DESCRIPTION

Each employee shall be required to perform all tasks assigned to him by his immediate supervisor which are consistent with the services provided for the benefit of the citizens.

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 and/or forty hours per week.

(b) All employees in the job classifications covered by this Agreement shall receive time and one half their regular rate of pay for all hours worked on holidays.

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

Overtime List Provisions--

Total hours of overtime will be posted at the Operator's desk, and updated as needed.

Employees' placement on the overtime list will be determined by the total overtime hours offered to that employee. The list order shall be ranked from least overtime hours at the top to most overtime hours at the bottom. If two employees have the same total overtime hours, the employee that just received an overtime assignment shall be ranked below the other employee.

Each employee may supply a maximum of two (2) contact telephone numbers that must be called before moving on to the next employee to fill an overtime assignment. (The person making the call must leave a voicemail or a message before moving on to the next employee.)

New employees will be added to the overtime list at management discretion. The new employee will start with an average total hours on overtime.

At year's end, the overtime list shall stay in the same order but all total hours offered will go back to zero (0).

Maintenance/Press Operations/Lab personnel – The overtime call in shall follow the process as currently done by the City. All worked hours will be charged to their offered overtime total.

Operational personnel - To determine all operational overtime, (including Holidays) the first employee on the overtime list shall be called, continuing down the list until the position is filled. Employees will be charged for accepting or refusing that overtime. (Refusing shall be defined as a no answer, not home or actual refusal.) Employees that are charged for accepting or refusing overtime will be moved to their proper order on the overtime list by the total number of hours offered once filled.

There will be no waiting time for an employee to respond before contacting the next available employee on the list for sick leave calls only. If the previously contacted employee responds back to take the overtime before the overtime assignment is filled, that employee and any chargeable employee that is above them will be moved to their proper order on the overtime list by the total number of hours offered.

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.

An employee who is on vacation as described above, on sick leave, or is scheduled to work the shift to be filled, will not be charged for not working that overtime shift. However, if the overtime does not fall on the actual vacation day that the employee has taken, and is within the vacation period as described above, they can still be considered to work that overtime and will not be charged unless they accept the overtime.

Vacation – Short Notice

The employee wishing to take vacation on short notice, regardless of the three (3) day notice procedure, shall contact 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 vacation on short notice for a maximum of two (2) days per month. All normal vacation time paperwork must be completed by the employee requesting vacation, and management approval is required.

Holidays

Holiday overtime can be filled three (3) weeks prior to the overtime date but not any earlier.

For the Thanksgiving, Christmas, and New Year holidays, management shall accept vacation requests to be submitted by a posted deadline. Overtime assignments will be made based on seniority.

For vacation and holiday requests, management shall start with the earliest day requested and work forward.

Less than 2 hours call in

Employees that have less than two (2) hours call in notice to fill an overtime assignment will not be moved from the list for a refusal. Only the employee taking the overtime assignment will be charged and moved to their new place on the overtime list.

Long-term planned absences

All long term planned absences shall be filled on the basis of seniority and in the event of a conflict, the City shall decide.

(d) Temporary Job Assignment Compensation. An employee who serves in the position of a higher rate classification on a temporary basis for forty (40) or more hours, shall be compensated at the higher rate of pay for actual hours worked in the higher rate position. This section refers to the position of Maintenance Foreman and Lab Technician only.

(e) Any employee required to appear in Court on behalf of the City of Rocky River, or report at times other than regularly scheduled hours of employment, shall receive a minimum of four (4) hours pay.

(f) Mechanics may be moved from one pay level to another irrespective of State license upon recommendation of all Supervisors in the chain of command, and final approval by the appointing authority.

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

(h) Employee's wages shall remain at the 2010 level for 2011, with negotiations on wages to be reopened in both November, 2011, for wages effective January 1, 2012, and November 2012, for wages effective January 1, 2013.

The hourly rates shall be as follows:

HOURLY RATES

	0% Inc. <u>2011</u>
Lab Tech, Maintenance Foreman, Electrician	25.90
Probationary rate	22.52
Operators	
III	24.93
Probationary rate	24.00
II	23.78
Probationary rate	22.87
I – after 1 year	22.77
Probationary rate	19.81
Maintenance Mechanic*	
III – after 3 years	24.93
II – after 2 years	23.78
I – after 1 year	22.77
Probationary rate	19.81
Attendant/Clerk/Lab Tech Asst.	20.30
Probationary rate	17.65
Temporary Labor	8.79

*Move to next level with achievement of license

Note: 2012 and 2013 hourly rates are to be determined when negotiations are reopened as set forth above.

(i) Credit for compensatory time shall be available for all full-time Employees and shall be based on the number of hours worked or the minimum credit, whichever is the greater, times one and one-half. Employees shall have the option to request payment or credit for accumulated compensatory time at the time such payment or credit is earned except no employee shall accumulate more than eighty (80) hours compensatory time. Compensatory time shall be credited on the date it is earned, and can be used upon the approval of a Plant Manager.

(j) The City shall provide a written response to an Employee who has been denied a merit raise. The response shall be written by the Director of Public Safety-Service and is subject to the Grievance Procedure as set forth in Article 9 above.

(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.

ARTICLE 14. IN SERVICE SCHOOLS

Employees attending training required by the Employer or mutually agreed upon by the Employer and the Employee shall be compensated at the hourly rates provided for in this Agreement.

Employer agrees to provide in service training for all required continuous education as well as education mutually agreed to by the Employee and Employer. The Employer will provide in house training or, if not practical, correspondence training at no cost to the Employee.

ARTICLE 15. UNIFORM ALLOWANCE AND LICENSE RENEWAL FEE

The Employer shall furnish shirts, pants and appropriate seasonal outer wear in sufficient quantities as prescribed by the Director of Public Safety-Service, including the purchase of new Carhartt hooded spring jackets for each employee in 2011. Due to the chemical environment of the work location, for the years of this Agreement, each employee shall receive an annual payment of two hundred dollars (\$200.00) as a work shoe allowance.

The Employer shall pay the Operator's License Renewal fees as needed.

ARTICLE 16. VACATION LEAVE

Each full-time Employee of the Wastewater Treatment Plant shall have earned and will be due upon the attainment of the first year of employment and annually thereafter, eighty hours of vacation leave with full pay. Those full-time Employees of the Wastewater Treatment Plant with eight or more years of service within the City shall have earned and be entitled to 120 hours of vacation leave with full pay and those full-time Employees of the Wastewater Treatment Plant with thirteen or more years of service shall have earned and be entitled to 160 hours of vacation leave with full pay. Such vacation leave shall accrue to the Employee at the rate of six and two-thirds hours each monthly period for those entitled to 80 hours per year; ten hours each monthly period for those entitled to 120 hours per year, and thirteen and one-third hours each monthly period for those entitled to 160 hours per year.

An Employee shall not accumulate vacation leave in excess of twice his current annual vacation benefits and shall forfeit his right to take or to be paid for any vacation leave in excess thereof. Such excess leave shall be eliminated from the Employee's leave balance.

Time already served by an Employee in the City prior to the effective day of this section shall be credited to such Employee's service time for purposes of computation of vacation leave. Upon separation from the employ of the City for any reason, an

Employee or his legal representative shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation to his credit at the time of separation. Upon such payment the position shall be deemed vacant.

The above being prescribed by Codified Ordinance No. 153.09.

ARTICLE 17. HOLIDAYS

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 as follows:

Christmas Day
New Years' Day
Martin Luther King Day
Presidents' Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
1/2 Day before Christmas Day
1/2 Day before New Years Day

Each full-time member of the Wastewater Treatment Plant shall also be entitled to receive each year, one additional paid holiday; which additional day shall be selected by the Employee with the approval of the Division Head. This additional paid holiday may be split and combined with the 1/2 day before Christmas and the 1/2 day before New Years.

ARTICLE 18. JOB RELATED MEDICAL LEAVE OF ABSENCE

The above shall be conducted under the provisions of the Workers Compensation Laws of the State of Ohio.

ARTICLE 19. SICK LEAVE

Each full-time Employee of the Wastewater Treatment Plant, shall be entitled for each completed forty (40) hours of service, to sick leave of two and three tenths (2.3) hours with pay. However, such an Employee shall not receive sick leave credit for hours of service in excess of forty hours in any one week.

When sick 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.

Unused sick leave shall be accumulated up to 1080 hours. However, an Employee who has accumulated sick leave in excess of 960 hours at the end of any calendar year shall

be given time off during the following calendar year at the rate of one hour off for each three hour period of sick leave in excess of 960 hours. Or said Employee may opt to receive pay at the rate of straight time for their rate at the same ratio of one hour for each three hour period of sick leave in excess of 960 hours. The option to receive monetary compensation in lieu of time off must be exercised by giving notice to the Finance Department prior to December 31 of the year in which the excess is earned.

In addition to the above sick leave benefits, a new Employee of the City shall, at the time of his appointment, be credited with 120 hours of job related sick leave. Such job related sick leave may be used only in the Employee's first year of service and only for injuries received by the employee in the performance of his duties with the City. Any part of the Employee's job related sick leave not so used shall be forfeited and be eliminated from the Employee's sick leave balance.

Employees may use sick leave upon the approval of the Director of Public Safety-Service or the Mayor, for absence due to such Employee's personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other Employees and to illness, injury or death in the Employee's immediate family. The Director of Public Safety-Service shall require an Employee to furnish a satisfactory written statement, signed by the Employee, to justify the use of sick leave, including the job related sick leave provided for first year Employees. If medical attention is required, the Director of Public Safety-Service may require a certificate from a licensed physician stating the employee's name, the date of medical service and the required time period of partial or total incapacity to perform work. For more than three (3) days absence, said certificate from a licensed physician shall be required. Falsification of either the written signed statement or the physician's certificate shall be grounds for disciplinary action, including dismissal.

An Employee who transfers from the State or any of its political subdivisions to the City shall be credited with the unused balance of his accumulative sick leave up to the maximum permitted in this section providing proof of such sick leave credit is furnished in writing by the Employee's former employer.

This section does not interfere with existing unused sick leave credit in any agency or government where attendance records are maintained and credit has been given Employees for unused sick leave.

Any abuse of sick leave or the patterned use of sick leave shall be just cause for discipline or discharge.

In addition, an Employee may transfer any unused sick leave to another Employee for use by such other Employee when no further sick leave is available to such other Employee. Such transfer shall result in a deduction from the transferring Employee's sick leave accumulation on the basis of one hour for every one hour transferred. Any such transfer shall be no less than eight (8) hours.

Notwithstanding anything to the contrary hereinabove, sick leave for new hires after January 1, 2009, shall match that agreed to with the employees in the Service Department.

ARTICLE 20. HEPATITIS B IMMUNIZATIONS

The City will reimburse employees for Hepatitis B immunizations, not currently covered by Employer's health plan, provided prior approval is received from the Director of Public Safety-Service.

ARTICLE 20A. MANDATORY DRUG AND ALCOHOL TESTING

All Employees hereunder shall be subject to a mandatory random drug and alcohol screening as further described in Exhibit "A" attached to this Agreement. The Substance Abuse Policy and any amendment made by the Employer hereinafter, shall apply for the term of this contract.

ARTICLE 21. MILITARY LEAVE, COURT LEAVE AND JURY DUTY

(a) Military Leave - Any full-time Employee who is a member of a reserve force of the United States, or the State of Ohio, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or of the State of Ohio, shall be granted a paid leave of absence during the period of such activity and as provided by State Law. Any monetary compensation paid to said Employee as a result of such military leave shall be deducted from the Employee's paid leave.

(b) Jury Duty - An Employee required to be available for jury selection or service shall receive his regular daily wage for each day which would have been worked for such jury participation provided that the Employee is not exempt as an essential worker. Any monetary compensation paid to said Employee as a result of such jury duty shall be deducted from the Employee's paid leave.

(c) Court Leave - When an Employee is required to appear before a court, judge, justice, magistrate or coroner as a plaintiff, defendant, or witness, in a work related incident, he shall be compensated for all time relative to such incident.

ARTICLE 22. EMPLOYEE HANDBOOK

Employees agree to be bound by all provisions of the City's Employee Handbook not in conflict with any article of this Agreement.

ARTICLE 23. LONGEVITY

Each full-time Employee of the Wastewater Treatment Plant shall receive with the first pay of December of each year compensation for longevity for full-time continuous service as an Employee of any department and/or division of the City.

Each Employee with more than five full years of full-time service on December 1 of each year, shall be eligible for longevity benefits based on the following schedule:

<u>YEARS OF SERVICE</u>	<u>AMOUNT</u>
6	\$600.00
7	\$700.00
8	\$800.00
9	\$900.00
10	\$1,000.00
11	\$1,100.00
12	\$1,200.00
13	\$1,300.00
14	\$1,400.00
15	\$1,500.00
16	\$1,600.00
17	\$1,700.00
18	\$1,800.00
19	\$1,900.00
20	\$2,000.00
21	\$2,100.00
22	\$2,200.00
23	\$2,300.00
24	\$2,400.00
25 to retirement	\$2,500.00

For the purpose of the above schedule, in calculating the number of years of service as of December 1 of each year, any fraction of a year in such calculation shall be disregarded and only full years shall be considered. Such benefits shall be paid to each eligible Employee with the first pay of December of each year. To be eligible for the above longevity benefits, an Employee must be on the active service payroll as of December 1 of the year. In the event however, that prior to December 1 of a year a member retires from such department or division after twenty-five years or more of service or leaves such department under the disability provisions of the pension program or dies while still on the active service payroll of such department, then the longevity benefits shall be prorated for such period of time. Such prorated longevity benefits shall be payable in a lump sum within thirty (30) days after the separation date or death of such Employee and shall be paid to such member or surviving wife or husband, dependent children or heirs designated in his estate, in that order named.

The above being prescribed by Codified Ordinance No. 153.121.

ARTICLE 24. PENSION

The City of Rocky River will pay that portion of the Employee's pension to the Public Employees Retirement System of the State of Ohio, as mandated by the State of Ohio.

ARTICLE 25. HEALTH BENEFITS

For the term of this agreement, the health insurance for members of this Association shall equal the health insurance offered to the majority of full-time City of Rocky River employees.

ARTICLE 26. DEATH BENEFIT

Each full-time member of the Wastewater Treatment Plant shall be entitled to a death benefit of twenty-five thousand dollars (\$25,000), which benefit shall be payable to such Employee's named beneficiary. Such death benefit shall be payable in addition to any termination pay which may be payable to such beneficiary of such full-time Employee, or in the event no beneficiary is named then such sum shall be distributed in accordance with the statute of descent and distribution then in effect in the State of Ohio.

The above being prescribed by Codified Ordinance No. 153.16.

ARTICLE 27. PRINTING AND SUPPLYING AGREEMENT

A copy of this Agreement shall be furnished by the Employer to each Employee of the Wastewater Treatment Plant in a folder or binder and at no cost to said Employee.

ARTICLE 28. COMPENSATION AT RESIGNATION, DISMISSAL, RETIREMENT, LAY OFF OR DEATH

As determined by the Finance Department, an Employee who resigns, retires, is dismissed or laid off is eligible and shall be compensated accordingly for all his accumulated overtime, holiday time, vacation time and termination pay which is based on unused sick time, in accordance with Codified Ordinance No. 153.05 of the City of Rocky River, at his current rate of pay, whatever regular salary is due and payable. In the event of death of an Employee, such prorated benefits shall be payable in a lump sum within thirty (30) days after the death of such Employee and shall be paid to such member's surviving spouse, dependent children or heirs designated in his estate, in that order named. Notwithstanding anything to the contrary hereinabove, termination pay which is based on unused sick time for new hires after January 1, 2009, shall match that agreed to with the employees of the Service Department.

ARTICLE 29. STRIKES AND LOCKOUTS

(a) The Association shall not, directly or indirectly, call, sanction, encourage, finance and/or assist in any way, nor shall any Employee instigate or participate, directly or indirectly, in any strike. For the purpose of this Section, "strike" means any concerted action in failing to report to duty; willful absence from one's position; stoppage of work; slowdown or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in wages, hours, terms and conditions of employment for the duration of this Agreement or any extension thereof.

Violations of this provision may constitute an unfair labor practice as determined and remediable by the State Employment Relations board (SERB). In the event an Unfair Labor Practice is determined by SERB, the City will not subsequently impose discipline except as recommended by SERB. The City reserves the right to discipline employees for any illegal strike action or violation of this paragraph.

(b) The City shall not lock out any employee for the duration of this Agreement.

ARTICLE 30. DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of January, 2011 and shall remain in full force and effect until the 31st day of December, 2013.

ARTICLE 31. APPENDICES AND AMENDMENTS

All appendices and amendments of this Agreement shall be lettered, dated and signed by the responsible parties and shall be subject to all the provisions of this Agreement.

ARTICLE 32. SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

ARTICLE 33. DIRECT DEPOSIT

The provisions of this Article will apply and shall be in effect at the time the Employer may offer direct deposit of earnings as a fringe benefit to employees.

Direct deposit of earnings is a fringe benefit to employees. Participation is voluntary upon completion of an authorization form and shall remain in effect until revoked by the employee in writing to the Director of Finance. Employees shall allow the Employer a reasonable time to process any initial participation or subsequent revocation. Participation will apply to all compensation due to the employee and will be processed as a single transaction based on information contained in the authorization form.

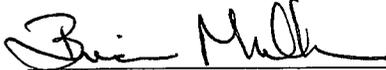
The Employer may discontinue direct deposit of earnings at any time with reasonable notification to the employees. If direct deposit of earnings is discontinued by the Employer or voluntarily revoked by the employee, payment of compensation shall be made by check.

This section shall not be construed to obligate the City to provide direct deposit of earnings to employees during the term of this Agreement.

ARTICLE 34. PERFORMANCE DEVELOPMENT PROGRAM

Performance evaluations shall be done at least annually for every employee of the Wastewater Treatment Plant. All such evaluations shall be done by the Assistant Superintendent and the Superintendent except that the Superintendent shall evaluate the Assistant Superintendent, Clerk/Lab Technician Assistant and the Director of Public Safety-Service shall evaluate the Superintendent.

ROCKY RIVER WASTEWATER
EMPLOYEE'S ASSOCIATION



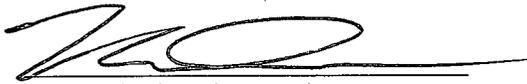
Brian Mullen, Employee



Daryl Radeff, Employee



Arthur Stalze, Employee



Michael Clough, Employee

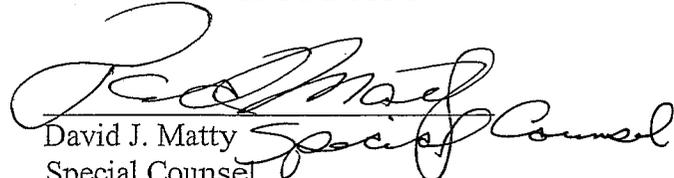
CITY OF ROCKY RIVER



Pamela E. Bobst
Mayor

DATE: 12-28-10

APPROVED AS TO FORM:



David J. Matty
Special Counsel

EXHIBIT "A"

ROCKY RIVER WASTEWATER TREATMENT PLANT SUBSTANCE ABUSE POLICY

The City of Rocky River is committed to preserving a safe work environment for all employees of the City by maintaining a workplace free from the presence or influence of drugs and alcohol.

The use, misuse, possession, sale or transfer of alcohol, drugs, controlled substances, drug paraphernalia or any combination thereof on City premises, property or work sites including parking lots and also including City vehicles during working or non-working hours is prohibited and constitutes grounds for termination.

Furthermore, any employee under the influence of alcohol, drugs or controlled substances whether legal, or illegal while on City premises, property or work sites including parking lots and also including City vehicles during work or non-working hours is subject to disciplinary action up to and including termination. "Under the influence" is defined as being unable to perform work in a safe and productive manner or being in a physical or mental condition which creates a risk to the safety and well-being of the individual, other employees, the public or City property.

Treatment and Leaves of Absence: The City strongly encourages employees to seek treatment for substance abuse. Treatment for substance abuse qualifies as a serious health condition under the Family & Medical Leave Act. Therefore, employees will be required to use accrued sick leave/vacation, if available, for treatment for substance abuse. All requests for substance abuse rehabilitation leaves and any related paperwork will be handled in the strictest confidence unless otherwise required by law.

The terms of leave including length and extent of benefit coverage, if any, will be determined by this policy as amended.

An employee's career advancement or job security will not be jeopardized by his or her request for such a leave of absence.

Testing: Employees must remain free of alcohol and drugs as a condition of continued employment. To accomplish this goal, reasonable suspicion of drug use shall be used as an instrument of each Director so as to keep the City of Rocky River a drug free work place. All initial drug tests shall be paid for by the City, but if a test is found to be positive all other follow-up tests shall be absorbed by the employee. The City, through its representative, will conduct random drug and/or alcohol testing for all full-time Employees of the Rocky River Wastewater Treatment Plant.

Failure to provide an adequate amount of breath or urine at the collection site shall cause said individual to be examined and evaluated by a physician recommended by the City's Medical Review Officer (MRO). If the physician determines that there was a health related reason for the lack of breath or urine, said documentation shall be forwarded to the City and the test shall be cancelled. In the event the physician cannot find a health

related reason for the lack of breath or urine, the test shall be considered a refusal and a positive test. In the event of a positive test, the employee will (1) be referred to the City's contractual Employee Assistance Professional (EAP) for review, and (2) be directed by the EAP to a Substance Abuse Professional (SAP) for evaluation, and (3) be required to complete a program of treatment if recommended by the SAP.

Following a review of the medical findings of a cancelled test or of a refusal, the City shall have the right to perform a hair and/or blood sample test of the individual in order to meet all policy requirements.

Following a medical release to return to work, agreement to periodic breath alcohol and urine drug testing is a condition of reinstatement at the workplace. Follow-up testing, including hair and blood if needed, shall be done for a two (2) year period and reported to the appropriate department head. However, if the employee fails to respond to treatment, disciplinary action will be implemented up to and including termination of employment.

This policy and any amendment made by the Employer hereinafter shall apply for the term of this contract.

EXHIBIT "B"

ADDENDUM A
TO THE 2008-2010 AGREEMENT BETWEEN THE ROCKY RIVER
WASTEWATER EMPLOYEE'S ASSOCIATION AND THE CITY OF ROCKY
RIVER

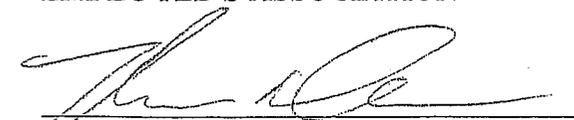
Through inadvertence, the Agreement reached between the Rocky River Wastewater Employee's Association and the City of Rocky River on or about December 13, 2007, omitted a provision in Article 5B to reflect the obligations upon new and current employees for licensing and renewals therefor, and the consequences for any failure to renew. Accordingly, the Rocky River Wastewater Employee's Association and the City of Rocky River hereby agree that Article 5B shall be amended as follows effective the execution date of this Addendum:

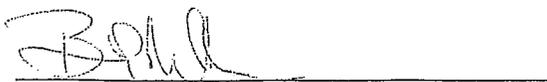
ARTICLE 5B. LICENSE REQUIREMENTS

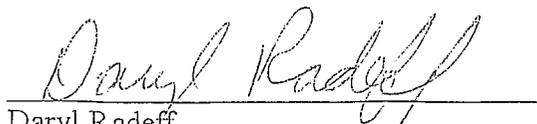
All new employees of the WWTP (except the Clerk position) must be licensed through the State of Ohio Environmental Protection Agency within 30 months of date of hire. All current employees must renew their license as required by law, with a six (6) month grace period subject to the consequences stated below.

Any employee who permits his license to expire shall be paid at the probationary rate of pay for that employee's level during the time period as license is not in effect. All renewal costs thereof shall be at the employee's expense. Any employee who permits his license to expire twice during his employment with the City shall be subject to disciplinary action up to and including termination of employment.

ROCKY RIVER WASTEWATER
EMPLOYEE'S ASSOCIATION

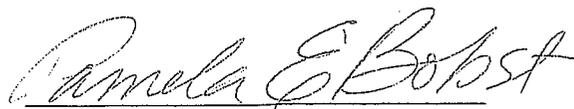

Michael Clough


Brian Mullen


Daryl Radeff


Arthur Stelze

THE CITY OF ROCKY RIVER


Pamela E. Bobst
Mayor

Date 5-14-09

APPROVED AS TO FORM:


David J. Matty
Special Counsel