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AGREEMENT BY AND BETWEEN

THE CITY OF ROSSFORD

AND

LOCAL 12, UAW

CITY OF ROSSFORD UNIT

APRIL 1, 2013 - MARCH 31, 2016

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AGREEMENT

This entered into this 1st day of April, 2013 between the City of Rossford, Wood County, Ohio (hereinafter called the "CITY") and United Automobile, Aerospace and Agricultural Implements Workers Union (UAW) and its Affiliate Local Union 12 (hereinafter called the "UNION") is approved and accepted by the CITY and the UNION. The CITY recognizes the UNION as the sole collective bargaining agent for all employees described in Article 1, Paragraph 1, herein.

It is the intent and purpose of the parties to use their best efforts to serve the citizens of Rossford and the public in general; and to achieve better understanding, communication and cooperation between the CITY, the UNION and its members; to assure the proper and uninterrupted provision of public services to the citizens and to promote orderly and harmonious employee relations, and an attitude to mutual respect and fair dealing among the CITY and the UNION.

ARTICLE 1 - RECOGNITION

Section 1. As certified by the State Employment Relations Board in Case Number 87-REP-7-0188 on the 3rd day of March, 1988 and amended thereafter, the CITY recognizes the UNION as the sole collective bargaining agent in regard to rates of pay, wages, hours of employment, and other conditions of employment for the employees in the following unit: Including a residual unit of all full-time and regular part-time employees of the CITY in the job classifications of Account Clerk, Administrative Assistant, Parks and Recreation Technician I, Clerk - Typist I, Clerk - Typists II, Marina Guards, Parks and Recreation Building and Office Manager, Zoning Inspector, Custodians; and excluding employees represented by another employee organization, temporary student workers, casual employees, confidential employees,

members of police and fire departments, management level employees and all other excluded by the Act.

ARTICLE 2 - FAIR EMPLOYMENT & JOB OPPORTUNITY

Section 1. It is mutually agreed by the UNION and the CITY to afford all applicants for employment and to all employees, fair and equal treatment regardless of race, color, creed, age, sex, or national origin in the hiring and job opportunity process. Any specific reference to gender in the Agreement shall apply equally to both male and female.

ARTICLE 3 - UNION MEMBERSHIP

Section 1. The CITY and the UNION recognize and agree that each will not interfere with the rights of eligible employees to join or not to join the UNION.

Section 2. As per Article 4, Section 3, employees who do not choose to join the UNION shall be required to pay Fair Share Fees as a condition of continuing employment.

ARTICLE 4 - CHECKOFF

Section 1. The CITY agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees, fair share contribution fees, and/or assessments, and agrees to remit to UNION all such deductions prior to the end of the month for which the deduction is made. An authorization signed and dated by the employee will be furnished to the CITY by the UNION prior to any such deductions being made.

Section 2. The UNION shall certify to the CITY in writing each quarter, a list of its members working for the CITY who have furnished to the CITY the required authorization. All fees shall be remitted to the UNION in one (1) lump sum together with a printout showing both the amount(s) deducted from the employee's pay and each employee's Social Security Number.

Section 3. All employees in the bargaining unit who thirty (30) calendar days from the date of hire or the date of execution of this Agreement, whichever is later, who are not members in good standing of the UNION, shall pay a Fair Share Fee to the UNION as a condition of employment. The Fair Share Fee dollar amount shall be certified to the CITY by the Financial Secretary of the UNION. The deduction of the Fair Share Fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the UNION of Fair Share Fees shall be made in accordance with regular dues deduction as provided in this Article. The UNION shall hold the CITY harmless from any liability arising out of any action taken by it based on compliance with or an attempt to comply with the provisions of the Fair Share Fee provision.

Section 4. When notifying the CITY that an employee is not in good standing, the UNION shall do so in writing, stating that the name or names appearing on the notice are not in good standing by reason of their failure or refusal to tender the Initiation Fee and/or dues and/or assessment. This notice is to be dated and signed by authorized UNION officials. The CITY shall be given fourteen (14) calendar days from receipt of notice to take action on the employee or employees. Unless reinstated by the UNION within this time, or unless otherwise entitled to employment under existing State or Federal statutes, the employee or employees will be discharged. If an employee is discharged by the CITY upon the request of the UNION, and it is subsequently determined that such discharge was improper, the CITY shall not be liable for any losses incurred by the employee resulting from the discharge.

Section 5. The UNION will indemnify and hold harmless the CITY against all claims made against it by reasons of any action by it or omission by it based on compliance with or an attempt to comply with the provisions of this Article.

ARTICLE 5 - UNION REPRESENTATION

Section 1. The CITY recognizes the right of the UNION to designate one (1) Unit Chairperson and one (1) alternate Chairperson.

Section 2. The UNION shall advise the CITY as to the identity of its Chairperson and alternate, in writing, and any changes in such. The CITY agrees that the Chairperson shall be free to conduct his duty as such, with the understanding that such duty will not interfere with normal CITY operations or the conduct of business and the Chairperson shall be expected to do his usual work.

ARTICLE 6 - JOB CLASSIFICATIONS/DEFINITIONS

Section 1. For the purposes of determining benefits, seniority, and other specifically defined matters covered in this Agreement, the CITY and the UNION shall recognize the following four (4) types of employees:

A. Permanent Full-time employees (Account Clerk, Administrative Assistant, Clerk Typist II, Parks and Recreation Building and Office Manager, and Parks & Recreation Technician I).

B. Permanent Part-time Employees (Zoning Inspector, Part-time Administrative Assistant and Part-time Custodians, and Clerk Typist I).

C. Annual Employees (Marina Guards).

D. Seasonal Part-time Employees.

Section 2. In the event the CITY creates a new job classification it shall first meet and discuss with the UNION the placement of said job classification in the above-noted categories. Should the UNION disagree with the CITY's placement of said new job classification it may

consider said disagreement as a grievance and begin its procedure at Section 4 of the Grievance Procedure contained herein.

ARTICLE 7 - PROBATION

Section 1. An employee shall be on probation for the first ninety (90) working days of his employment. During said probationary period, the CITY may terminate the employment of said employee for any reason and the UNION will not grieve said action.

ARTICLE 8 - MANAGEMENT RIGHTS

Section 1. The right to manage the CITY's operations and to direct the work force, including all those rights heretofore exercised, is vested in the CITY, subject only to the specific provisions found in this Agreement. The rights of management include, but are not limited to, the hiring and direction of the work force; the right to plan, schedule, direct and control all CITY operations; establish, enforce and communicate reasonable work and safety rules; the right to relieve employees from duty for legitimate reasons; the scheduling of work and the determination of the size of work crews and the number of employees necessary to perform assignments; the establishment of new jobs, abolishment, combining and/or changing of existing jobs and/or assignments within those jobs; increasing or decreasing the number of jobs, departments and/or shifts; the control and regulation of all equipment and other CITY property; the determination of the quality and quantity of the work to be performed; the determination of what work or portions thereof will be performed by City employees or purchased elsewhere; the right to contract and/or subcontract work; the determination of employee skill, ability, and overall qualifications; the location of CITY operations and the transfer of all, or any part of, the CITY's operations; to determine if a vacancy exists in a job classification; to require employees

to be physically tested at the CITY's expense for reasons the CITY deems appropriate; and for just cause to suspend (with or without pay), demote, discipline or discharge employees.

ARTICLE 9 - GRIEVANCE PROCEDURE

Section 1. Any differences, disputes or disagreements which arise as to the interpretation or application of this Agreement as to the rights of the CITY, the UNION or the employees hereunder shall be hereinafter referred to as a grievance. The CITY and the UNION agree to make a sincere effort to settle grievances. The time limits outlined in the following procedure will be strictly followed, unless both parties mutually agree to extend the time limits. As used hereinafter, "business day" shall mean a weekday, excluding Saturdays, Sundays and Holidays.

Section 2. If an employee or the UNION has a grievance, he will, within four (4) business days from the date of the event being grieved, meet with his Department Manager, or his designated alternate, to discuss the facts in an attempt to resolve the grievance. If the employee requests the presence of a Chairperson for this meeting, one will be made available provided the Chairperson or his designee is working at the time of the request.

Section 3. If a satisfactory settlement is not reached, under Section 2 above, within four (4) business days of the meeting between the employee, the Department Manager and the Chairperson (if applicable), the grievance will be reduced to writing on a form provided by the UNION. The written grievance will be given to the City Administrator within the above mentioned four (4) business day period. Within four (4) business days of the delivery of the written grievance, the City Administrator, the employee, and the UNION Chairperson will meet to discuss the grievance. The City Administrator will answer the grievance, in writing, within four (4) business days of the date of this meeting.

Section 4. If a satisfactory resolution of the grievance is not reached through the CITYs written answer to the grievance, as provided in Section 3 above, the grievance will be referred to the UNION's International Representative. If the UNION's International Representative decides that the grievance has merit, he will contact the City Administrator and schedule a meeting to discuss the grievance. This meeting must be held within fifteen (15) business days from the date of the CITY's answer in Section 3 above. Attendance at this meeting will be limited to the International Representative, the Chairperson, the grievant, the Department Manager, Legal Counsel for either party and the City Administrator. The CITY will provide a written answer to the UNION's International Representative addressing the grievance within five (5) business days of the date of the meeting.

Section 5. If a grievance is not settled through the CITY's written answer provided n Paragraph 4 above, the UNION may request, in writing, that the grievance be submitted to the mediation panel. Requests to mediate must be received by the CITY within ten (10) business days of the date on the CITY's written answer in Paragraph 4 above.

Section 6. The mediation panel shall consist of the CITY's Mayor, the President of Council and a bargaining unit member (said member is not to be the grievant) appointed by the Internal Representative. Said mediation panel will convene within ten (10) business days of the date of the UNION's demand to mediate as provided for in Section 5 above. The mediation panel shall gather evidence in any way that it deems appropriate and shall issue a written answer to the grievance that has been approved by a majority of the panel's members.

Section 7. If no Agreement has been reached through the mediation panel or either party refuses to implement the recommended resolution of the mediation panel, either party may request in writing to submit the matter to arbitration. The Federal Mediation and Conciliation

Service shall be jointly requested to provide a list of five individuals to serve as an arbitrator. Management and the UNION shall alternately strike names until one of the five arbitrators remain and shall serve as the arbitrator. First strike from the list shall be determined by a flip of the coin with alternating strikes thereafter until one name remains. The parties agree to accept the decision of the arbitrator as final and binding. Further, the arbitrator shall not modify, detract from, or alter the provisions of this Agreement. Expenses for the arbitrator's services and proceedings shall be paid by the loser. Each party shall be responsible for compensating its own witnesses.

Section 8. Nothing in this Article 9, Grievance Procedure, is intended to deny any Union member any rights available at law to have redress of their legal rights, including the right to appeal to the Rossford Civil Service Commission where that body has jurisdiction. However a member must elect as his remedy the provision under Section 124.34 and 737.12 of the Ohio Revised Code or other such legal actions, prior to reducing the grievance to writing and presenting it to the Department Manager, as provided in Section 3 of this Article. Should a member elect to pursue his remedy under Sections 124.34 and 737.12 of the Ohio Revised Code or other appropriate legal action, he is thereafter denied the remedy of the grievance procedure provided herein.

ARTICLE 10 - NO STRIKE - NO LOCKOUTS

Section 1. The UNION agrees that there will be no strike, walkout, slowdown or work stoppage, sympathetic or otherwise, by the UNION or its members during the term of this Agreement. In the event any employees or group of employees participate in any such strike, walkout, slowdown or work stoppage during the term of this Agreement, the UNION agrees; upon being notified by the CITY to immediately direct such employees or group of employees to

immediately return to their work positions and to cease action, which might affect CITY operations. The UNION agrees to use its best efforts to see that all employees in the bargaining unit return to their work positions and cease action, which might affect CITY operations.

Section 2. The CITY agrees that so long as this Agreement is in effect, there will be no lockouts on the part of the CITY.

Section 3. It is understood and agreed that any strike, walkout, slowdown or work stoppage not authorized by the UNION, shall be deemed for all purposes an unauthorized strike, walkout, slowdown or work stoppage. If an unauthorized strike, walkout, slowdown or work stoppage occurs, and the UNION issues the directive to return to work and uses its best efforts to see that all bargaining unit employees cease actions which might affect CITY operations, then the UNION will not be held liable. However, if an unauthorized strike, walkout, slowdown or work stoppage occurs and the UNION fails to issue the directive to return to work, or fails to use said best efforts upon notification by the CITY, then the UNION will be held liable.

Section 4. Any employee who engages in an unauthorized strike, walkout, slowdown or work stoppage shall be terminated or disciplined in the manner the CITY deems appropriate, without recourse to the grievance procedure.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

Section 1. The CITY shall not discharge and/or discipline any employee without just cause. The CITY agrees to utilize the principle of progressive discipline in all but the most serious offenses.

Section 2. No employee shall be summarily discharged or suspended without pay. Prior to an employee being discharged or suspended without pay, he shall be first suspended with pay for not more than three (3) of his scheduled workdays, or in the event the employee is not a full-

time employee, he shall be suspended for three (3) days, excluding weekends and holidays, and paid for his regularly scheduled hours during those days. During the aforementioned three (3) days suspension with pay, an investigation and joint fact-finding meeting will be conducted, unless rescheduled by mutual agreement of the CITY and the UNION. The investigation and joint fact-finding meeting will be conducted by the City Administrator. Following the fact-finding meeting, but in no case later than three (3) calendar days following the fact-finding meeting, the CITY will notify the employee and the UNION as to the final disciplinary action, if any, to be taken. Such notification will be verified in writing. If the UNION decides to grieve the decision, the terms and conditions of the Grievance Procedure will be followed starting with Section 5 of the Grievance Procedure, and the written answer provided here shall have the same effect as the grievance answer provided for in Section 4 of the Grievance Procedure.

Section 3. The CITY shall notify the Chairperson, provided one is working at the time, and the employee of all suspensions with pay at the time the action is taken. Notice of discipline or suspensions pending a fact-finding meeting shall be given to an absent employee by regular mail and shall be effective upon posting.

Section 4. Copies of all disciplinary actions will be mailed to the UNION's International Representative within a reasonable period of time after being issued.

ARTICLE 12 - SENIORITY

Section 1. Seniority shall be defined as the length of a permanent, full-time employee's service with the CITY from the employee's last permanent hiring date. Annual employees and part-time employees accumulate seniority in an amount calculated by dividing their total hours actually worked by 2080 hours. Seniority shall be calculated to the nearest one-hundredth of a

year. No employee shall be credited with more than one year of seniority in a calendar year (January 1 through December 31).

Section 2. In all matters involving bargaining unit job openings, layoffs, and recalls from layoffs, transfer of employees from one job to another, and in all similar matters, the CITY shall give consideration to the seniority of the employees affected or involved. In such cases where the CITY deems that skill, ability, and other such factors are equal as between the employees involved, seniority shall govern. In the event that no employee is deemed as above stated to have sufficient skill or ability, or both, to perform the job in question, the employer may hire from the outside to fill such job. This Section shall supersede any State or Local Regulation, Law or Ordinance related to Civil Service.

Section 3. An updated seniority list shall be posted by the CITY and a copy thereof furnished to the UNION not less than once each twelve (12) months. If no objection is made to the posted list by an employee within fifteen (15) days following the posting, the seniority list shall stand as being correct.

Section 4. Loss of seniority shall occur if the employee:

a. Resigns

b. Is discharged for cause

c. Is laid off more than two (2) years.

Section 5. Employees promoted to non-unit positions for more than six (6) calendar months shall retain but not accumulate unit seniority.

Section 6. The CITY agrees to give permanent full-time and part-time seniority employees two (2) weeks' notice of intended economic layoff to exceed one (1) week.

Section 7. It is agreed that permanent full-time employees will be laid off if the CITY lacks funds to pay said employees or if there is a lack of work within their job classification. If the City Administration determines that one of these conditions exists, it will notify the employee and the UNION as specified in Section 6 above. During the notice period, the CITY and the UNION may confer, at either's request, to determine if an alternative course of action could prevent a layoff. Part-time employees will be laid off by the CITY only for legitimate reasons. If a layoff is necessary, it will be done by classification, using inverse seniority. The employee laid off will be placed on a recall list and will remain on this list until he is recalled or:

1. A two (2) year period has elapsed without recall, in which case he will be removed from the recall list; or,
2. If the laid off employee refuses recall, his name will be removed from the recall list.

The CITY agrees to use this list to recall employees by seniority, starting with the most senior, in the event that work becomes available in the bargaining unit classification from which the employee was laid off.

Section 8. For the first six (6) months after a layoff, employee shall have insurance coverage (health, vision, life, dental) premiums to be paid in accordance with Article 21. Thereafter, employees shall have the option to participate in available insurance plans at their expense.

Section 9. Marina Guards that are laid off at the conclusion of the marina season will have recall rights to their job classification and shift preference offered on a high seniority basis when the marina reopens. Marina Guards that are laid off at the conclusion of the marina season shall, before departing their employment, notify the CITY as to the address to which their recall

notice should be sent. The laid off employee shall be responsible for notify the City Administrator of any changes in that address. The CITY shall send recall notices to the laid off employees by way of certified return receipt mail. Laid off employees shall be responsible for responding to the return to work request mailed by the CITY, by indicating whether or not they desire to be recalled and the date that they will be available to return to work. That response must be returned to the CITY within twenty-one (21) calendar days from the mailing of the recall notice by the CITY. The CITY reserves the right to set a minimum time frame in which the employee shall be available for work.

Section 10. All employees that request a voluntary layoff will be given one. The CITY, in its sole discretion, may choose to return an employee to work from voluntary layoff, in their job classification, if so requested. Employees shall retain, but not accumulate, seniority while on voluntary layoff. Employees on voluntary layoff shall be subject to the provisions of Article 12, Seniority, Section 4(c).

ARTICLE 13 - JOB POSTINGS - PROMOTIONS

Section 1. Promotion is hereby defined as a permanent move from a lower rated or lower paying position to a higher rated or higher paying position. The CITY shall fill non-Civil Service, non-entry level, bargaining unit vacancies from bargaining unit employees before hiring new employees, providing that bargaining unit employees are available with the necessary skill, ability and qualifications to fill vacant position(s) and that the vacant position to be filled is not subject to State and/or Local Regulations, Laws or Ordinances related to Civil Service.

Section 2. Notice of all non-entry level bargaining unit job vacancies not subject to Civil Service shall be posted on the bulletin board. Notices will remain on the bulletin board for seven (7) calendar days and include job title, location, assigned hours, rate of pay and starting date. Only those employees making application during the seven (7) day period and who have been

qualified on their current job at least sixty (60) workdays will be considered for the job. Notice of Civil Service regulated job openings shall continue to be announced in the customary manner.

ARTICLE 14 - WORKDAY - WORKWEEK - OVERTIME

Section 1. The normal workweek runs from 12:01 a.m. Monday and continues for one hundred sixty-eight (168) hours.

Section 2. The normal workday shall consist of twenty-four (24) hours beginning at the time the employee is scheduled to start work. Employees will be paid time and one-half the regular hourly rate (or as specified in Section 9 of this Article) for all work performed over eight (8) hours of work in any one day with prior approval from the employee's Department Manager.

Section 3. All employees will be paid time and one-half the regular hourly rate for all work performed after forty (40) hours of work in any one workweek.

Section 4. In lieu of receiving overtime pay, an employee may elect to receive compensatory time at the rate for each overtime hour worked. Any compensatory time accrued must be taken within ninety (90) days of its accrual at a time mutually agreed by the employee and their supervisor. An individual's accrued compensatory time balance may not exceed fifty-six (56) hours at any point, and employees shall thereafter be paid for overtime hours worked and may not elect to accrue compensatory time until the employee's compensatory time balance has fallen back below fifty-six (56) hours.

Section 5. For the purpose of this Article, all regularly scheduled hours worked during the normal scheduled hours on the second or third shift shall be paid shift premium. Second shift premium shall be fifteen (15) cents per hour above the regular rate. Third shift premium shall be twenty-five (25) cents per hour above the regular rate. Shift premium shall be included in computation of overtime pay. Second shift shall normally work the hours between 3:00 p.m. and

11:00 p.m. Third shift shall normally work the hours between 11:00 p.m. and 7:00 a.m. The CITY reserves the right to vary the hours defining second and third shift by a maximum of one (1) hour in either direction. The individual holding the position of Building and Office Manager shall receive shift premium payments only when that employee initially begins to work at the start time for second or third shift.

Section 6. If a part-time employee reports for work as scheduled and is not required to work, he shall be allowed one (1) hour pay at the straight time, regular hourly rate, unless the CITY has notified the employee that there will be no work at least one (1) hour prior to the start of the employee's work. Hours paid under this Section shall be considered as hours worked for the computation of overtime payments referred to in Paragraph 3.

Section 7. The employer agrees that time clocks or similar devices may be used so that there is no misunderstanding involving employee's time.

Section 8. There shall be no pyramiding or duplication of overtime or premium payments in this Agreement. Where more than one premium or overtime payment is applicable to the same hours of work, the one resulting in the most earnings to the employee shall be used.

Section 9. For permanent full-time employees, Saturday work will be computed at one and one-half times an employee's base rate of pay. These employees will earn double time for all hours worked on Sunday or the seventh consecutive day, if the employee is scheduled, without option, to work that day. If these employees have the option to work on either Saturday or Sunday, at their choice, and the employee opts to work on Sunday, the employee will be paid at one and one-half times the employee's base rate of pay.

Section 10. Any permanent employee who is called back for work at times other than his regularly scheduled starting time on any regularly scheduled day or for previously scheduled

overtime shall receive a minimum of four (4) hours pay for each such incident at the applicable rate. This Section is not applicable to work that is a continuation of or immediately preceding his regular work schedule.

Section 11. Stand-by pay is defined as payment for an assignment, which requires a permanent full-time employee to be available on a continuous basis during his normal off-duty hours.

A. An employee on stand-by must be available to return to work upon appropriate notice. Permanent full-time employees on stand-by may continue normal daily activities, but must be able to be reached, by telephone or otherwise, so that they may be quickly dispatched to work.

B. Permanent full-time employees on stand-by for an off duty day will be paid a maximum of two (2) hours pay at straight time for each twenty-four (24) hour period or fraction thereof. An off duty day is defined as the period beginning with the end of the last shift worked by an employee to the beginning of his next scheduled shift. Stand-by Pay will cease upon the employee reporting for his regular work shift or if called under provisions of Section 9 of this Article. These stand-by opportunities shall be equally rotated among all permanent full-time employees in accordance with the provisions of Section 12 of this Article.

Section 12. The CITY and the UNION agree to mutually establish a system that causes equal and fair distribution of overtime opportunities.

Section 13. Permanent, full-time employees shall be provided reasonable paid relief periods and unpaid lunch periods in accordance with current practice.

ARTICLE 15 - HOLIDAY PAY

Section 1. Any non-probationary permanent full-time employee who is on active pay status and who is not scheduled to work on a holiday shall be paid eight (8) hours' pay at their straight time regular hourly rate. The following holidays shall be observed as paid holidays for permanent full-time employees completing their probationary period:

1.	New Year's Day	January 1
2.	Martin Luther King Day	3rd Monday in January
3.	Good Friday	Friday before Easter
4.	Memorial Day	Last Monday in May
5.	Independence Day	July 4th
6.	Labor Day	1st Monday in September
7.	Veterans' Day	November 11th
8.	Thanksgiving	4th Thursday in November
9.	Friday after Thanksgiving	4th Friday in November
10.	Christmas Eve	December 24th
11.	Christmas Day	December 25th

Section 2. If any employee, regardless of classification, performs work on one of the holidays (except on the Friday after Thanksgiving and Good Friday) listed above, the employee shall be paid at the rate of two times (2) the employee's straight time rate, in addition to whatever holiday pay (if any) the employee is due. Part-time employees, if called to work on a holiday, would be entitled to a minimum of four (4) hours of work or four (4) hours of pay at the appropriate hourly rate.

Section 3. If any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday, and in the event that any of the aforesaid holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

Section 4. Any holiday or day granted in lieu thereof shall be considered as time worked for purposes of computing hours worked in the workweek for non-probationary, permanent, full-time employees.

Section 5. If a holiday falls within a permanent, full-time employee's vacation period, he shall be credited for an additional vacation day.

ARTICLE 16 - PERSONAL LEAVE

Section 1. From time to time an employee may be faced with the need to be excused from work for personal matters that can only be resolved during working hours. To meet this need, employees shall be allowed to accumulate personal leave hours with pay each calendar year according to the following schedule:

A. Each permanent, full-time employee employed hired before April 1, 2010 shall receive fifty-six (56) personal leave hours with pay each calendar year.

Permanent full-time employees hired after April 1, 2010 shall accrue personal leave according to the following schedule:

First year of employment (based on anniversary date) 1.23 hours each biweekly pay period for a total of thirty-two (32) hours of personal leave during the first year of employment.

Second anniversary year of employment 1.385 hours each biweekly pay period for a total of thirty-six (36) hours of personal leave during the second year of employment.

Third anniversary year of employment 1.54 hours each biweekly pay period for a total of forty (40) hours of personal leave during the third year of employment.

Fourth anniversary year of employment 1.845 hours each biweekly pay period for a total of forty-eight (48) hours of personal leave during the fourth year of employment.

Fifth anniversary year and subsequent years of employment 2.231 hours each biweekly pay period for a total of fifty-six (56) hours of personal leave each year.

B. Permanent, part-time employees employed with the CITY as of January 1 of the calendar year shall be granted eight (8) hours of personal leave in each calendar year. All permanent part-time employees shall be allowed to accumulate personal leave according to the following schedule:

1. Permanent Part-time Employees shall accumulate personal leave at the rate of one hour of personal leave for each forty (40) hours actually worked. No more than thirty-two (32) hours of personal leave can be earned per calendar year [over and above the eight (8) hours granted in "B" above].

C. Annual employees and seasonal part-time employees shall be granted eight (8) hours of personal leave in each calendar year and shall be allowed to accumulate personal leave according to the following schedule:

1. Annual employees and seasonal part-time employees shall accumulate personal days at the rate of one hour of personal leave for each forty (40) hours actually worked. No more than thirty-two (32) hours of personal leave can be earned per calendar year [over and above the eight (8) hours granted in "C" above].

2. Annual employees and seasonal part-time employees must work at least sixty (60) workdays in the prior calendar year in order to receive the eight (8) hours of personal leave granted in "C" above. For purposes of this

paragraph only "workday" shall be defined as a minimum of four (4) hours of paid work.

Section 2. Personal leave is to be taken at a time mutually agreeable to the employee and the Department Manager. Every effort will be made to grant personal leave time at the convenience of the employee, if such scheduling does not, in the opinion of the CITY, adversely affect the operations of the CITY. Personal leave earned during a calendar year (anniversary year for employees hired after April 1, 2010), but not used by the employee, shall be paid to the employee as soon as practical after January 1. For employees hired after April 1, 2010, all unused Personal Leave will be paid in the first pay following their anniversary date or they may elect to carry over up to a maximum of eight (8) hours of Personal Leave into the next anniversary year and be paid for the remaining unused balance. The minimum Personal Leave to be utilized at any one time is one (1) hour, with fractional hours thereafter to be counted in one-half (½) hour increments.

Section 3. Employees shall give their immediate supervisor at least three (3) calendar days' notice of their desire to utilize personal leave time. In the event that two (2) or more employees have requested personal leave time on the same day, seniority shall govern the release of any employee or employees. In the event of an emergency, said notice will be given as soon as possible, subject to approval by the Department Head.

ARTICLE 17 - VACATIONS

Section 1. The amount of vacation and vacation pay, which each permanent full-time employee will receive, will be based on his continuous length of service with the City of Rossford. The CITY will not assume any vacation benefit earned in any previous employment.

Section 2. Definitions: "Calendar Year" - a period of 365 days (or in Leap Year, 366 days) that begins on January 1 and ends on December 31. "Anniversary of employment" - is the annual reoccurrence of the date of last hire.

Section 3. Vacation time is figured on the calendar year and not the anniversary of employment. Each employee covered by this Agreement shall earn and will be due vacation time according to the following schedule:

A. During the first year of service, no vacation is granted, but the employee shall earn three and one-tenths (3.1) hours for each full biweekly pay period employed.

B. After one (1) full calendar year of continuous service through and including five (5) years, two (2) weeks, (80 hours) (3.1 hours per biweekly pay period).

C. From six (6) years to and including ten (10) years of continuous service, three (3) weeks (120 hours) (4.6 hours per biweekly pay period).

D. From eleven (11) years to and including fifteen (15) years of continuous service, four (4) weeks (160 hours) (6.2 hours per biweekly pay period).

E. From sixteen (16) years to and including twenty (20) years of continuous service, five (5) weeks (200 hours) (7.7 hours per biweekly pay period). From twenty-one (21) years of continuous service, six (6) weeks (240 hours) (9.3 hours per biweekly pay period).

Section 4. Vacation time earned in a calendar year must be used between January 1 to December 31 of the following year. Employees with eighty (80) hours of accrued vacation time must take their vacation. All employees with more than one (1) full year of continuous service are required to take eighty (80) hours of vacation. Employees who have six (6) or more years of

continuous service, and who accrue more than eighty (80) hours of vacation time a year have two options:

A. Option Number 1 - take the total accrued vacation time off.

Option Number 2 - take a minimum of eighty (80) hours of vacation time off and receive compensation for all accrued time in excess of eighty (80) hours. Cash payment for unused vacation time will be paid at the base rate of pay at the time a request is paid. Requests can be made for payment of vacation time in excess of eighty (80) hours anytime after January 1.

Vacation time cannot carry over into the next year. An employee will be paid for vacation time if emergency conditions exist that would prohibit the employee from taking the vacation time within the calendar year.

Section 5. Vacation time shall be utilized in a minimum of four (4) hour units.

Section 6. Upon separation from CITY service, an employee is entitled to compensation at his current rate of pay for all vacations earned but not used under this Article.

Section 7. Vacation requests will be submitted to the employee's department head by March 1 of each year with the employee having the most seniority having first choice of vacation dates. However, if an employee makes a vacation request after March 1 and the dates requested have already been filled, the employee fist listed for any date has the right to those dates regardless of seniority. The CITY will determine how many employees will be allowed off for each vacation week.

ARTICLE 18 - SICK LEAVE

Section 1. Paid sick leave is a benefit earned and accrued by all permanent full-time and permanent part-time CITY employees.

Section 2. All permanent, full-time employees shall accrue sick leave at the rate of 4.6 hours for every 80 regular time hours worked (active pay status) and any sick leave accrued but not used as hereinafter provided in any year shall be accumulated in succeeding years with no maximum of such accumulation. Permanent part-time employees shall accrue sick leave at a rate of 4.6 hours for every 80 regular time hours worked. Employees who are granted sick leave shall continue to accrue sick leave at the regularly prescribed rate during such absence. Sick leave days will not accrue during periods of layoff, suspension, or other types of leave without pay.

Section 3. Any employee who has used twenty-four (24) hours of sick time falling on Mondays and Fridays and/or the workday immediately before or after a holiday or has taken a total of forty (40) hours of sick time in the past running year, must, if requested by the CITY, upon their return to work, produce a statement from a qualified physician stating the nature of the illness or injury and that the employee was physically incapable of performing their job due to said illness or injury.

Section 4. All use of sick leave must be approved by the employee's Department Manager or the City Administrator and is authorized with full normal pay, in accordance with Section 3 above, for the following reasons:

A. Non-occupational injury or disability of an employee;

B. Exposure to a contagious disease, which would jeopardize the health of the employee or co-workers;

C. Doctor and/or dental appointments;

D. Illness in the employee's immediate family that necessitates the employee's absence from work or would result in serious hardship to the employee's family. Attendance to the immediate family member at a hospital while undergoing serious medical attention shall be included under this provision. For the purpose of this Section, immediate family shall include employee's father, mother, sister, brother, spouse or child. In the case of a father, mother, sister or brother, the family illness provision shall be for a limited period not to exceed three (3) workdays, to enable the employee to secure other arrangements for the care of the member of the employee's immediate family.

E. Unusual or compelling circumstances, which will be considered for approval by the Administration.

F. After the exhaustion of injury leave and Workers' Compensation benefits.

Section 5. An employee intending to use sick leave must notify his/her supervisor before the starting time of his/her shift except in emergency situations. Sick Leave shall be granted in not less than one-half hour increments with a fraction of less than a half-hour being counted as the next half-hour.

Section 6. The Mayor, Administrator, a Department Manager or their delegated representative may investigate any absence from work as a result of a claimed illness or injury.

Section 7. If an employee with a non-occupational or occupational illness, injury, or disability is not able to return to work after all accumulated sick leave has been exhausted, that employee may request to be placed on disability leave for up to one year without forfeiting CITY employment. Any further extension would be granted only by mutual agreement. If disability leave is requested, the CITY shall have the right to require the employee to be examined by a

qualified physician selected by the Administrator with the cost of such examination being paid for by the CITY. When an employee who has been on disability leave wishes to return to work, a written notice must be submitted to the Administrator. Upon receipt of such notice, the Administrator shall have the right to direct that a physical examination by a qualified physician of the Administrator's choice be made of the employee. The cost of this examination is to be paid for by the CITY. If the physician affirms the employee is able to resume the duties of his or her position, reappointment will be made to the same or similar position as previously held. In any case where the employee's physician and the physician selected by the CITY disagree as to the ability of the employee to return to work in his previously held or similar position, the City Administrator and the UNION will jointly request the name of a specialist from the Academy of Medicine and that physician will examine the employee and make the final decision. The cost of the examination shall be paid for by the CITY.

Section 8. An employee who transfers employment to another division or department of the CITY shall carry his or her accumulated sick leave to the new job.

Section 9. Employees retiring under the Ohio Public Employees Retirement System (OPERS) with twenty-five (25) or more years of service with the City of Rossford or receiving a disability pension from OPERS after ten (10) years of service with the City of Rossford may convert one-half (1/2) of their total accrued sick leave into cash at the employee's rate of pay at the time of retirement. Employees retiring under OPERS with eighteen (18) or more years of service with the City of Rossford may convert one-third (1/3) of their total accrued sick leave into cash at the employee's rate of pay at the time of retirement. Employees retiring under OPERS with ten (10) or more years of service with the City of Rossford may convert one-fourth (1/4) of their total accrued sick leave into cash at the employee's rate of pay at the time of

retirement. This is a one-time benefit; should an employee return to CITY service after retirement, no conversion of sick leave benefits will be made upon the second retirement. In addition, an employee's beneficiary shall be paid the same sick leave cash conversion benefit at the time of death of the employee, should the employee die while still employed.

Section 10. An employee who is laid off or terminates employment with the CITY, upon reinstatement to service shall have any unused sick leave existing at the time of his layoff or termination placed to his credit. No credit will be given to an employee after a period of ten (10) years has elapsed since the employee's separation from employment.

ARTICLE 19 - INJURY LEAVE

Section 1. In the event of absence due to disability incurred while on duty, under such circumstances as would cause such injury or disability to be compensable under the Workers' Compensation laws of the State of Ohio regarding loss of wages and salary, a permanent full-time employee shall be carried on the regular payroll of the CITY for the period of disability and compensated for scheduled work hours lost, providing the extent of the injury or disability prevents such person from performing those duties as may be assigned and, provided further, such period shall not exceed ten (10) scheduled workdays. During such ten (10) day period, the employee shall file, or cause to be filed, the appropriate forms with the Workers' Compensation system, claiming a lost time injury. Provided that the appropriate forms are filed with the Workers' Compensation system, the employee shall be carried on the regular payroll of the CITY for an additional fifty (50) scheduled workdays or the period of the disability, whichever is lesser, and compensated for all scheduled time lost at his regular rate of pay.

Section 2. A written statement by the attending physician or treating medical authority shall be submitted by the employee to the CITY on a form developed by the CITY and made

available to employees. The written statement shall set forth the nature of the injury and the fact that the employee is unable to return to limited or regular duty. All items on the form must be completed by the attending physician or treating medical authority in order to have the form accepted. Said written statement must be completed in its entirety and returned to the CITY within the ten (10) scheduled workday period mentioned in Section 1 above in order for the employee to continue to be carried on the regular payroll of the CITY as provided for in Section 1.

Section 3. If a permanent full-time employee returns to regular duty prior to the expiration of the original ten (10) scheduled workday leave or prior to the expiration of the additional fifty (50) scheduled workday leave, and then is either directly or indirectly disabled or injured, in whole or in part, at a later date due to the same injury for which the employee has already utilized injury leave, the employee may use the unused portion of the injury leave to be carried on the regular payroll of the CITY. No more than sixty (60) scheduled workdays of leave shall be provided for any permanent full-time employee due to any one illness, injury, or re-injury. No more than two hundred forty (240) scheduled workdays of leave during any three (3) year period shall be provided to any permanent full-time employee for accidents and/or disabilities occurring during that period. Decisions concerning whether or not an employee's disability/injury is directly or indirectly related to a previous injury, and decision as to whether or not an employee's disability or injury is compensable under Workers' Compensation Laws of the State of Ohio made by the Workers' Compensation/Industrial Commission of the State of Ohio, shall be binding upon the UNION, the CITY and the employee.

Section 4. An employee making himself/herself available to return to work on a restricted basis by presenting the CITY with a doctor's statement outlining such restriction shall,

at the option of the CITY, be offered, on the basis of seniority, such bargaining unit work as the CITY has available. Any employees returned to work under the terms of this Section shall receive their regular rate of compensation for the work performed.

Section 5. A disabled permanent, full-time employee shall immediately refund to the CITY any amounts received as temporary total disability benefits under the Workers' Compensation Law for workdays for which the CITY has already compensated the employee under the provisions of this Article.

Section 6. Injury leave shall not be granted in increments of less than one (1) workday unless the disabled permanent full-time employee is working on a light-duty job (as described in Section 4 above) requiring less than an eight (8) hour workday.

ARTICLE 20 - LEAVE OF ABSENCE/MILITARY LEAVE

Section 1. A leave of absence for a maximum of thirty (30) calendar days may be granted to an employee for a justifiable personal reason. The request will be submitted to the Administrator, through command channels, for his consideration. This provision does not apply to an employee's request of leave for other employment or to accept employment on a trial basis for this period.

Section 2. Any employee inducted into Armed Forces will have reemployment and other rights as established under Federal Law. All military leaves of absence must be based on official military orders. Permanent, full-time employees having more than twelve (12) months' service will receive in pay any difference between their base rate for regularly scheduled work time missed and their total military pay when they are called up for two weeks of annual active duty training. Employees having less than twelve (12) months of service will be entitled to a leave of absence without pay differential. Payment of differential earnings as defined above will

only be made when the employee provides the CITY with a signed statement of earnings received during the tour of duty. Employees participating in a program requiring weekly or monthly active duty/training, will be granted the time off without any pay differential, regardless of their length of service.

ARTICLE 21 - INSURANCE AND PENSION

Section 1. Each permanent, full-time employee will be provided with a Twenty Thousand and No/100 Dollar ($20,000.00) term life insurance policy and effective April 1, 2011 will be increased to Thirty-Five Thousand and No/100 Dollars ($35,000.00).

Section 2. Throughout the term of the Agreement, the CITY will provide each permanent, full-time employee of the bargaining unit with Medical Mutual of Ohio (MMO) or equivalent for hospital claims, Medical Mutual of Ohio series or equivalent for physician claims, and Drug series or equivalent for prescription drugs. Any equivalent program must maintain the same schedule of benefits as the program that it replaces. Healthcare premiums will be paid according to the following schedule:

Single - The CITY pays 90% of the monthly premium. The employee's portion of the premium shall be capped at $100. If the employee's portion of the monthly premium exceeds the cap, the CITY and the employee on a 50/50 basis shall pay the amount in excess of the cap.

Two Party - The CITY pays 85% of the monthly premium. The employee's portion of the premium shall be capped at $200. If the employee's portion of the monthly premium exceeds the cap, the CITY and the employee on a 50/50 basis shall pay the amount in excess of the cap.

Family - The CITY pays 80% of the monthly premium. The employee's portion of the premium shall be capped at $300. If the employee's portion of the monthly premium exceeds the cap, the CITY and the employee on a 50/50 basis shall pay the amount in excess of the cap.

The employee's portion of the premium shall be paid to the CITY through an automatic payroll deduction plan, which can be instituted without the prior authorization of the employees.

Section 3. The CITY will continue to provide permanent, full-time employees with the present family or single vision care plan.

Section 4. The CITY shall, after the date of execution of this Agreement, provide all permanent, full-time employees of the bargaining unit with individual or family coverage under its existing and established dental plan.

Section 5. The CITY will continue to offer Public Employee Retirement System (PERS) benefits to those employees now eligible by law for PERS benefits, or those employees made eligible during the term of this Agreement through changes in State or Federal Law.

Section 6. A city wide Health Insurance Committee consisting of two (2) voting entities of equal representation, with authority to negotiate coverage changes and other health insurance design modifications through consensus will be established. Management will comprise one voting entity and Labor will comprise the other voting entity. Labor will consist of one (1) voting member from each bargaining unit that has at least one (1) employee enrolled in the City's medical insurance plan. Within each voting entity, a majority (51%) will determine their vote. The Health Insurance Committee may not take any actions unless there is agreement between the two entities. The Health Insurance Committee may change coverage or health insurance design so long as health insurance benefits are substantially equivalent to those currently in effect.

Whether or not health insurance benefits are substantially equivalent will be determined by the Health Insurance Committee, and such determination shall not be subject to the grievance procedure.

In determining whether health insurance benefits are substantially equivalent, the Insurance Committee will consider all of the following factors as whole: (1) the cost of health care premiums; (2) the cost of deductibles; (3) co-insurance payments for in network and out of network care; (4) limits on out of pocket expenditures; (5) prescription drug coverage; and (6) any other factors that are normally considered when evaluating health insurance benefits.

Section 7. If a spouse is eligible for medical and prescription coverage under an employer-sponsored plan at the spouse's place of employment or under a retirement provider plan, or the spouse is otherwise eligible for medical and prescription coverage, the spouse must enroll in the other health plan at the next open enrollment period and obtain at least single coverage, provided that the spouse's cost to obtain single coverage does not exceed $100 per month. Benefits under the CITY's plan will not be provided to an eligible spouse who is eligible for health benefits coverage under a group plan elsewhere. The spouse's coverage will be considered primary coverage, and coverage under the CITY's health insurance plan shall not be provided on a secondary basis. Eligible child(ren) may be enrolled in either plan; in the event eligible child(ren) are enrolled in both the employee's and the spouse's plan; the order of payment of benefits will be determined by the Birthday Rule, which means that benefits will first be paid under the plan of the spouse who has the first birthday in the calendar year.

Section 8. An employee may elect to waive health insurance coverage for a benefit plan year (October 1 to September 30) by submitting written notification of waiver to the CITY prior to September 1. If the employee so elects, the employee shall be entitled to a health insurance

waiver payment in the amount of $200.00 per month. The employee waiving insurance coverage in this manner shall furnish the CITY appropriate evidence that he/she has obtained health insurance coverage elsewhere.

If both spouses are employed by the CITY, only one is eligible to enroll in the group health insurance plan, and the remaining spouse is eligible to opt for the wavier payment. If the health insurance waiver payment is revoked in the circumstances discussed below, both spouses will then be eligible to enroll in the group health insurance plan.

In the event of a change in the need for coverage due to a major life event causing the cessation of the employee's alternate source of coverage during the waiver year (death of spouse, divorce, dissolution, loss of spouse's employment, etc.), the employee may reinstate coverage effective the first day following the loss of coverage, provided the proper application card has been completed and submitted to the CITY, and coverage of pre-existing conditions shall be in accordance with applicable Federal and State laws and regulations. Such re-entry into the insurance program will preclude the employee from receiving any further monthly health insurance waiver payments in lieu of coverage.

If in any health insurance plan year less than fifty percent (50%) of the CITY employees eligible for health insurance coverage choose to enroll in such coverage, the health insurance waiver payment shall be revoked for that plan year.

ARTICLE 22 - OTHER BENEFITS

Section 1. The CITY shall maintain in effect for the period of the Agreement, the benefits outlined below for employees who have completed their probationary period.

Section 2. Jury Service - When any employee loses time during his regularly scheduled working hours on account of jury service, he shall be compensated for any day or fraction

thereof at his regular rate of pay for time actually lost, less jury pay. This shall not, however, be applied toward any overtime worked or shift premiums during that particular week, if the employee is excused from jury duty early, he will return to work the balance of his regular schedule for that day.

Section 3. Any permanent, full-time employee who suffers a death of a spouse or child shall have up to five (5) consecutive work days off which shall not be charged to sick leave or vacation leave and shall receive his/her regular wages for the five (5) day period. Any permanent, full-time employee who suffers a death within the family, limited to grandchildren, mother, father, sister, brother, legal guardian, or other person who stands in the name of the parent (loco parentis), grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, shall have up to three (3) consecutive work days off which shall not be charged to sick leave or vacation leave and shall receive his/her regular wages for the three (3) day period.

Any permanent, part-time employee who suffers a death within the family, limited to their spouse, child, grandchildren, mother, father, sister, brother, legal guardian, or other person who stands in the name of a parent (loco parentis), grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, shall have up to three (3) consecutive work days off which shall not be charged to sick leave or vacation leave and shall receive his/her regular wages for the three (3) day period.

Schedule attached and would be effective April 1, 2013

Section 4. All other employees will be allowed a reasonable period of time off to attend the funeral, without pay, of they suffer the death of one of their family members as identified above. The CITY reserves the right to request the employee provide a copy of the Death Certificate or proof of the employee's relationship to the deceased.

Section 5. If the full-time employee or the legal spouse of a permanent full-time employee gives birth to a child, the employee shall be granted three (3) consecutive days of paid leave, not deducted from sick leave or vacation time, for the purpose of spouse and/or child care, during the immediate post-childbirth period.

ARTICLE 23 - WORK SITE VISITATION & BULLETIN BOARDS

Section 1. The UNION's representative shall be given the right to enter the CITY's work areas at reasonable times for the purpose of investigation of grievances and for such other purposes as may be necessary, provided, however, that prior to entering a work area, he shall first advise the City Administrator of his presence or intentions to enter work areas and receive permission to do so, which permission shall not be unreasonably withheld. It is understood that in making such visits to work areas, the UNION representative will not interfere with or interrupt the CITY's operation.

Section 2. The CITY will provide bulletin board space for notices of UNION meetings and other matters pertaining to UNION business if requested by the UNION. Anything that is not in this category must have the approval of the City Administrator before posting.

ARTICLE 24 - SAFETY

Section 1. All new permanent, full-time employees prior to the expiration of their probationary period will take a physical examination by the CITY doctor. The CITY retains the right to conduct post-employment physical examinations of all employees. Said examinations will be paid for by the CITY.

Section 2. The CITY shall make reasonable provisions for the safety and health of its employees during the hours of their employ. The CITY, in keeping with Federal and State safety

regulations, shall be allowed to take appropriate discipline for employee failure to comply with said regulations.

Section 3. A Safety Committee shall be appointed consisting of not more than two (2) employees representing the CITY and not more than two (2) employees, appointed by the UNION, representing the UNION. The Safety Committee shall meet as often as determined necessary, but not more than once each month for the purpose of discussing safety problems and will tour the CITY's facilities periodically to very that the adopted safety recommendations have been complied with.

ARTICLE 25 - SAFETY EQUIPMENT

Section 1. The CITY shall make available to employees personal protective equipment appropriate for the particular job duties being performed.

ARTICLE 26 - GENERAL PROVISIONS

Section 1. If the CITY assigns an employee, covered by this Agreement, to perform work that is customarily performed by an employee in a job classification covered by this Agreement at higher rate of pay and said work is not incidental to the employee's regular duties, then the CITY shall pay the employee performing the assigned task at the higher rate for the time spent performing the assigned higher rated work.

Section 2. Subject only to a specific provision in this Agreement, the CITY has the right to assign Management Personnel, on a limited basis, or other non-unit employees, to perform any kind of work which the CITY considers them competent to perform.

Section 3. During the term of this Agreement, the parties shall have no obligation to bargain regarding subjects addressed in this Agreement. The parties shall have the obligation to bargain regarding changes in mandatory subjects of bargaining not addressed in this Agreement.

Section 4. In the event of a Level 3 or equivalent snow emergency, employees shall be regarded as essential for purposes of reporting to work. If the employee resides in or must travel through a county in which a Level 3 snow emergency has been declared and the employee determines that he or she cannot make it to work in a safe and timely manner, the employee must notify his or her supervisor and the employee may use vacation or personal time or take the time off without pay; further, the employee's absence in that case would not be regarded as a disciplinary event. In the event the Level 3 snow emergency is lifted, any employee who has not reported to work who has more than four (4) hours left in his or her scheduled shift at the time the emergency is lifted shall be required to report within two (2) hours of the lifting of the emergency. While it is the CITY's intent to remain open during all weather emergencies, in the event the CITY closes any facility, employees scheduled to work in that facility that day shall be paid at their straight time hourly rate for the hours the employee was scheduled to work.

ARTICLE 27 - PRIVATE AGREEMENT

Section 1. It shall be a violation of this Agreement for the CITY to have any private understanding or Agreement with any individual employee or groups of employees covered by this Agreement, which conflict with the terms or provisions of this Agreement.

ARTICLE 28 - PROVISIONS FOUND TO BE IN CONTRAVENTION OF THE LAWS

Section 1. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of Ohio, such provision shall be superseded by the appropriate provisions of such law or regulations so long as same is in force and effect, but all other provisions of this Agreement shall continue in full force and effect. If the parties are unable to agree as to whether or not any provision hereof is in contravention of any laws or

regulations, the provisions hereof involved shall remain in effect until the disputed matter is settled by a court or other authority having jurisdiction in this matter.

ARTICLE 29 - WAGES

Section 1. The rates of pay and the various classifications covered by this Agreement are set forth in Schedule "A" attached hereto.

Section 2. The CITY shall maintain a direct deposit payroll system for all employees, and employees' payroll checks shall be directly deposited in the bank or credit union of their choice.

ARTICLE 30 - DURATION

Section 1. This Agreement shall be in full force and effect from April 1, 2013, until March 31, 2016, and shall be renewed from year to year thereafter, unless either party, at least sixty (60) days prior to said expiration date, gives notice in writing to the other party of a desire to modify or terminate this Agreement.

Section 2. There shall be no changes in this Agreement, in any of its terms or clauses, while in effect, unless by mutual written Agreement of the City Administrator and the UNION.

IN WITNESS WHEREOF, the parties have hereto set their hands as representatives of the parties.

For the Union:

Bargaining Committee

Bargaining Committee

International Representative, UAW

For the City:

Hon. Neil A. MacKinnon III, Mayor

Edward J. Ciecka, City Administrator

Schedule "A"

Department	Rate Effective 4/1/2013	Rate Effective 4/1/2014	Rate Effective 4/1/2015
Recreation			
Parks & Recreation Technician I	$ 13.60	$ 14.00	$ 14.42
Building & Office Manager	$ 11.59	$ 11.94	$ 12.29
Custodian	$ 9.01	$ 9.48	$ 10.00
Police			
Clerk Typist I	$ 11.59	$ 11.94	$ 12.29
Custodian	$ 9.01	$ 9.48	$ 10.00
Administrative Assistant	$ 14.62	$ 15.05	$ 15.51
General Government			
Administrative Assistant	$ 14.62	$ 15.05	$ 15.51
Clerk Typist I	$ 11.59	$ 11.94	$ 12.29
Clerk Typist II	$ 13.54	$ 13.95	$ 14.37
Account Clerk	$ 14.62	$ 15.05	$ 15.51
Zoning Inspector	$ 14.89	$ 15.34	$ 15.80
Marina			
Marina Guard	$ 9.27	$ 9.70	$ 10.00

Letter of Understanding Health and Safety

During the 2003 contract negotiations the Parties discussed health and safety issues. The City is committed to providing a healthy and safe work place for its employees. The Union is committed to support and cooperate with the City's health and safety programs and rules. To that end, both parties agree to utilize the joint health and safety committee enumerated in this agreement. The parties also agree to utilize the International Union's Health and Safety Department as recourse to provide safety education and information programs to employee job-related safety training.

/s/ _____ /s/ _____

UAW City of Rossford