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AGREEMENT BETWEEN

CITY OF ROSSFORD

AND

LOCAL #2954
OHIO COUNCIL #8
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO

Effective September 1, 2013 through August 31, 2016

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ARTICLE 1

AGREEMENT

Section 1. This Agreement is between the City of Rossford, Ohio, hereinafter referred to as the "City," and LOCAL 2954 and OHIO COUNCIL #8 AMERICAN FEDERAITON OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the "Union," for the benefit of employees in the Rossford Public Works Department.

Section 2. The terms of this Agreement shall become effective following the approval of the City Council only for the agreement period and may only be altered or amended by City Ordinance after mutual agreement between the parties, reduced to writing, dated and signed by the Mayor, on behalf of the City, and on behalf of the Union, by the Local Union President.

ARTICLE 2

SEVERABILITY

Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In addition, good faith negotiations will begin immediately between the parties as to any such invalidated provision, in an attempt to modify such provision to comply with the applicable law.

ARTICLE 3

PROSPECTIVE LEGISLATION

In the event of enabling legislation during the life of this Agreement or any extension thereof, to include matters subject to collective bargaining which were not included on the effective date of this Agreement, the parties shall commence negotiations on these new matters not later than thirty (30) calendar days from receipt of a notice of intent to negotiate regarding such new matters by either party. If an agreement is reached as to these new matters, it shall be reduced to writing, signed by the parties, and incorporated therein.

ARTICLE 4

STATEMENT OF PURPOSE

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 of mutual respect and fair dealing among the City and the Union.

ARTICLE 5

RECOGNIZATION AND DUES DEDUCTION

Section 1. The City recognizes Local #2954 of Ohio Council 8, AFSCME, AFL-CIO as the sole and exclusive bargaining agent for all employees in the Public Works Department. The Union is recognized as the bargaining agent for the purposes of establishing wages, benefits, hours of work, handling of grievances, and all other conditions of employment.

Section 2. While this Agreement is in effect, the City will, on a biweekly basis, deduct Union dues, assessments, and initiation fees from the wages of employees who individually and voluntarily authorize and direct such deduction by a signed authorization card. The Union shall hold the City harmless from liability out of an action by it or omitted by it in compliance with or an attempt to comply with the provisions of this section. Such dues, assessments, and initiation fees shall be transmitted by the City to the Union, through the Treasurer of the Union, within the first calendar week after such deductions are made.

Section 3. Fair Share Fee. Effective April 1, 1985, all employees in the bargaining unit who sixty (60) days from date of hire are not members in good standing of the Union, shall pay a Fair Share Fee to the Union as a condition of employment. All employees hired prior to or after April 1, 1985, who do not become members in good standing of the Union shall pay a Fair Share Fee to the Union effective sixty (60) days from the employee's date of hire as a condition of employment. The Fair Share Fee amount shall be certified to the City by the Treasurer of the Local 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. The employer shall notify the employee in writing, before taking the first fair share fee installment, that such action will occur. Payment to the Union of Fair Share Fees shall be made in accordance with the regular dues deductions as provided in Article 5 of the existing Collective Bargaining Agreement. The Union shall hold the City harmless from any liability out of any action by it or omitted by it in compliance with or an attempt to comply with the provisions of this Fair Share Fee section.

ARTICLE 6

REPRESENTATION

Section 1. The City agrees that no more than two (2) professional staff of the Union shall be admitted to the City's facilities and work sites during working hours upon adequate notice to the City. Such visitations may be for the purpose of ascertaining whether or not this Agreement is being observed by the parties, to participate with the City in the discussion of problems, to process and participate in the adjustment of grievances, and to attend other meetings. The Union agrees that such activities shall not interfere with the normal work duties

of employees except to the extent authorized by the Administrator and the Public Works Superintendent.

Section 2. The City Administrator and/or Public Works Superintendent or their designated representative will meet as often as necessary, so long as the number of meetings requested is reasonable, upon written request of the Union at mutually agreed times and places with representatives of the professional staff of the Union and not more than three (3) Union representatives. The purpose of such meeting shall be to discuss the contents of the written agenda submitted and any verbal amendments thereto.

As a courtesy and to facilitate the adjustment of work schedules, the Union representative will personally notify immediate supervisors of the dates and time of any such meeting.

Written responses promised by the City Administrator or the Public Works Superintendent or their representative during such meetings to items raised by the Union representative will be submitted to the Union's top representative who attended such meeting within fourteen (14) calendar days after such meeting, unless the parties mutually agree to a time extension.

The Union representatives also agree to respond in writing within the same time constraint if such response is requested of the Union. Should these meetings start before or extend beyond the Union member representative's regularly scheduled straight time hours on the day in question, the City shall not be obligated to pay overtime for such additional hours.

This Section 2 refers only to the formal meetings between the City's and the Union representatives. Nothing in this Section 2 is intended to prohibit additional, informal meetings between the City and the Union representatives where there is a mutual agreement of the necessity of such meetings.

Section 3. Meetings of the Committees of the Union will be permitted on City property, when and where work is not interrupted by such meetings, and when such meetings are not held during the regularly scheduled duty hours of the participants on the day in question.

Section 4. Duly elected Union delegates, or alternatives, will be allowed a maximum of five (5) Union leave days per year, per individual, to attend out-of-town conventions, conferences or seminars. This Union leave will be time that the delegates may use without being charged vacation or sick time and the Local Union will pay the wages for the delegates during this leave period. The Union will give the City one (1) week's written notice stating the name of the employee attending the function in question and also stating the length of the leave. No more than one (1) delegate may attend any one (1) function at a time. An employee who might be elected to the Executive Board of Ohio Council No. 8 shall receive time off whenever necessary under the above stipulations.

Section 5. The City agrees to allow a minimum of one (1) but not more than three (3) employee Union representatives, and not more than two (2) professional staff of the

Union to serve on the Union Bargaining Committee for time spent in preparatory meetings and in actual negotiations with the City to renegotiate this Agreement. The Union will notify the City of the names and normal shift schedules of representatives selected for this purpose at least three (3) calendar weeks prior to the first scheduled negotiation date.

ARTICLE 7

NONDISCRIMINATION

Section 1. The City and the Union agree that they will not discriminate for or against any employee or applicant for employment on the basis of race, creed, color, national origin, sex, marital status, age, religion, handicap, political affiliation, Union membership, or for the purpose of evading the spirit of this Agreement.

Section 2. The City agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint, or coercion by the City or its representatives against any employee acting in an official capacity on behalf of the Union.

Section 3. The Union agrees not to intimidate or coerce any employee in an effort to recruit membership in the Union.

Section 4. Any specific reference to gender in the Agreement shall apply equally to both male and female employees.

ARTICLE 8

MANAGEMENT

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 following: To perform all functions required by the City by charter, statute, or ordinance; to set standards for services to be offered to the public; to exercise control and discretion over the City organization; the hiring and direction of the work force; the right to plan, schedule, direct and control all City operations; to establish, enforce and communicate reasonable work and safety rules; to relieve employees from duty for legitimate reasons; to schedule work and determine the size of work crews and the number of employees necessary to perform assignments; to establish new jobs, abolish, combine and/or change of existing jobs and/or assignments within those jobs; to increase or decrease the number of jobs, departments and/or shifts; to control and regulate all equipment and other City property; to determine the quality and quantity of the work to be performed; to determine what work or portions thereof will be performed by City employees or purchased elsewhere; to contract and/or subcontract work; to determine employee skill, ability, and overall qualifications; to determine 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. To the extent that any management function is limited by a specific provision of this Agreement, alleged violations are subject to the Grievance Procedure contained herein.

ARTICLE 9

NO STRIKE-NO LOCKOUT

The City and the Union, in accordance with and subject to the provisions of Ohio Revised Code Chapter 4117, recognize their mutual responsibility to provide for uninterrupted service to the Citizens of Rossford. Therefore:

A. The UNION agrees that neither it, its officers, agents, representatives or members will authorize, instigate, cause, aid, condone or participate in any strike or work stoppage, by its members or other employees of the City for the duration of this Agreement.

When the City notifies the Union by telephone, verified certified mail, that any of its member(s) is (are) engaged in any strike activity, the Union shall immediately order such member(s) to work. If the Union notifies striking employees that they are required to return to work and they refuse, then they become subject to the provisions of Ohio Revised Code Chapter 4117. Upon the Union's fulfillment of this requirement, the City shall hold the Union harmless from any liability for violating this Section.

B. The City agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union.

ARTICLE 10

WAGES

Section 1. Wages will be made part of this Collective Bargaining Agreement. With the understanding between the City and the Union that there will be full cooperation in effecting reasonable and efficient economies, the following rates are to be paid to the employees as set forth below.

A. The base hourly pay rate for full-time Public Works Operations shall be as follows:

Rate of Pay
Public Works Department

Effective Date	Base Rate	Completion of One Year Probation	Two Years or More
9/01/13	$16.59	$18.03	$20.91
9/01/14	$17.09	$18.57	$21.54
9/01/15	$17.60	$19.13	$22.19

Each employee, who is hired after the date of execution of this Agreement, on the employee's anniversary date will be increased one step in the pay plan until the maximum grade is reached, subject to receiving a satisfactory annual performance review evaluation.

Section 2. Full-time employees shall be paid a lump sum amount of $287.50 which amount shall be paid on the first payroll check after September 1, 2013.

Section 3. This Agreement shall be reopened effective September 1, 2012 for consideration of the subject of wages only. Either party may by written notice sent certified mail to the other party not less than sixty (60) days in advance of the reopener date indicate its desire to meet and negotiate on the subject of wages only.

ARTICLE 11

HOURS AND OVERTIME

Section 1. Eight (8) hours per day excluding a thirty (30) minute lunch period shall constitute a workday. A fifteen (15) minute break shall be allowed during the four (4) hour period before the lunch period, and a fifteen (15) minute break after the lunch period. Forty (40) hours per week, five (5) days shall constitute a workweek. The unit for calculating overtime is the period of one hundred and sixty-eight (168) hours beginning at 12:01 a.m. on Monday of each week. The unit for calculating daily overtime is the consecutive twenty-four (24) hours period beginning at the employee's normal shift starting time on each calendar day.

Whenever the City changes an employee's shift starting time on his/her shift, if any of the new hours fall within the twenty-four (24) hour period from the start of his/her immediately preceding assigned shift starting time, then such hours shall be considered overtime hours for the purpose of this section. All overtime shall be calculated at one and one-half times the employee's rate of pay, except that double the employee's base rate of pay will be paid for work beyond twelve (12) hours on-duty time during normal hours and fourteen (14) hours on-duty time during summer hours. An employee will receive one and one-half times his/her base rate of pay after eight (8) hours in a workday during normal hours or ten (10) hours in a workday during summer hours, whichever applies.

Employees will receive one and one-half times his/her base rate of pay after forty (40) hours of work in a workweek. Saturday work will be computed at one and one-half times an employee's base rate of pay. All active pay status will be counted as hours worked for the computation of overtime. Employees will earn double time for all hours work on Sunday, or the seventh consecutive workday.

Section 2. Work schedules are defined as a member's regularly assigned hours of the day and days of the week, and shift assignments. Changes in work schedules shall be made only to meet the operational needs of the City and shall not be made arbitrarily. A minimum of five (5) calendar days written notice will be required and provided to the employees affected by a work schedule change except when changes are necessitated by emergency situations; however, an employee will not be required to change his posted schedule, as to days off, to avoid the payment of overtime pay to such employees.

Section 3. An 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 incident at the applicable rate. These callback opportunities shall be equally rotated among qualified employees. This Section is not applicable to work that is a continuation of or immediately preceding his regular work schedule.

Section 4. Stand-by pay is defined as payment for an assignment which requires an 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. 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. Employees on stand-by for an off-duty day will be paid a maximum of five (5) 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 employee reporting for his regular work shift, or if called back to work under the provisions of Section 3 of this Article. These stand-by opportunities shall be equally rotated among all employees in accordance with the provisions of Article 13.

ARTICLE 12

SUMMER WORK SCHEDULE

Section 1. During the period beginning with the start of the first Workweek following the observance of the Memorial Day Holiday and ending with the end of the Workweek directly proceeding the Labor Day Holiday, the City will institute a Summer Work Schedule.

Section 2. During the Summer Work Schedule employees shall be scheduled to work a four (4) day per workweek, ten (10) hours per day work schedule. Employees shall receive a fifteen (15) minute paid break in the work hours before the lunch period and a fifteen (15) minute paid break in the work hours after the lunch period. A thirty (30) minute unpaid lunch period will be scheduled near the middle of the workday.

Section 3. During any workweek in the Summer Schedule in which a holiday is observed, the City shall revert to a five (5) day, eight (8) hours per day work schedule.

ARTICLE 13

ROTATION OF OVERTIME OPPORTUNITIES

Section 1. The Public Works Superintendent will rotate overtime opportunities among qualified full-time employees who normally perform the work that is being assigned for overtime. The Public Works Superintendent agrees to post and maintain overtime rosters which shall be made available to the steward upon request. Said rosters shall be posted on appropriate bulletin boards in the facility and will include a list of overtime hours worked and refused among those qualified. Employees shall be charged on the roster with the amount of overtime refused. Where the amount of overtime refused is two hours or less, the employees will be charged with refusing two (2) hours.

Overtime among qualified full-time employees shall be offered starting with the employee with the fewest recorded hours worked and/or refused. Where recorded hours worked and/or refused are equal, the most senior employee shall be offered overtime first.

Section 2. Where there are errors in the distribution of overtime opportunities, the Employer will pay any member whose rights were violated for the hours worked or otherwise paid pursuant to this article.

Section 3. Any refusals of overtime opportunities, to be credited on the roster, must be by direct personal communication between the employees to be charged and the supervisor on duty responsible for making such offer.

Section 4. For the purpose of assigning overtime under Section 1 of Article 13, the Public Works Superintendent will determine before allowing the crew or employee working to return to the department to be relieved for the day, whether the crew or employee can finish the work being performed in a reasonable amount of time and therefore not to call out an employee off the overtime list to finish such work. Such work will be charged on the roster used for equalization purposes.

Section 5. When it is necessary to call employees off the overtime roster, should all those employees called refuse to work when contacted, the least senior, qualified employee on the seniority roster will be required to fill such overtime.

Section 6. Supervisory personnel shall not perform work which would take overtime from the employees in the bargaining unit, except that they will be part of the regular snow crew or any crew dispatched for emergency situations, only after a list of qualified employees of the bargaining unit is exhausted.

Section 7. Each quarter beginning January 1st during this Agreement, the then current overtime roster will be replaced with a new roster starting with zero (0) hours for all employees of the bargaining unit.

Section 8. An employee on any type of leave or other time off provided for by this agreement, in excess of one-half (1/2) day, shall not be eligible for overtime callback until he

has reported back to work on his regular shift. An employee who is called during such leave shall not be charged for refusing the call.

ARTICLE 14

GROUP LEADER

When there are three (3) or more employees working in a group, the Group Leader will be designated by the Supervisor at the beginning of the shift and will be allowed an additional fifty cents ($.50) per hour added to their base rate of pay unless supervision is on the job.

ARTICLE 15

GRIEVANCE PROCEDURE

Section 1. Any differences, disputes, or disagreements which arise as to the interpretation of, or application this Agreement as to the rights of the City, the Union or the employees thereunder, including, but not limited to, discipline, shall be hereinafter referred to as a grievance.

The City and the Union agree to make a sincere effort to settle grievances, if possible, at the lowest step of the Grievance Procedure contained herein. Time limits outlined in the following Grievance Procedure will be strictly followed, unless both parties mutually agree to extend the time limits.

Section 2. The Union will designate not more than one (1) representative plus one (1) chief steward. Should employment increase during the life of this Agreement or any extension thereof, upon notification to the City by the Union, negotiations will commence immediately to discuss the need for additional representatives. Representatives (stewards) shall be paid at the applicable rate when called in while on duty to act as representatives as provided in this Agreement, as conditions allow. Each representative may be granted vacation time or time off without pay to utilize training to develop their labor relations skills.

The Union shall notify the City in writing of the names of the representatives and their respective jurisdictional areas within thirty (30) days after the representatives are appointed. Any changes thereafter will be forwarded to the City by the Union as soon as the changes are made.

Section 3. An employee may be given reasonable time to consult with his appropriate representative during work hours relative to a grievance matter after first notifying his immediate supervisor of such desire. The employee need not reveal to his supervisor the nature of the potential grievance matter. The employee's supervisor will arrange a meeting to take place as soon as possible between the employee and his appropriate representative.

Section 4. For the purposes of this Grievance Procedure, the below listed terms are defined as follows:

A. Grievance - The word "grievance" as used in the Agreement refers to any differences, disputes or disagreements which arise as to the interpretation of, or application of this agreement as to the rights of the City, the Union or the bargaining unit employees thereunder, including, but not limited to, discipline.

B. Grievant - The word "grievant" shall be defined as any employee, a group of employees within the bargaining unit or the Union. Grievances involving the removal or suspension of an employee must be signed by that employee.

C. Day - A "day" as used in this Grievance Procedure shall mean a weekday, excluding Saturdays, Sundays, and holidays as provided for in this agreement.

Section 5. The following procedures shall apply to the administration of all grievances filed under this procedure.

A. Except at Step 1, all grievances shall include the name and position of the grievant, the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing said grievance, if known to the grievant, and a general statement of nature of the grievance and the redress sought by the grievant.

B. Except at Step 1, all decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the grievant and his representative, if any.

C. A grievance may be brought by a member of the bargaining unit. Where two (2) or more employees desire to file a grievance involving a situation affecting each employee in a similar manner, one (1) employee selected by such group or the Union may process the grievance as hereinafter provided. Grievances involving more than half of the bargaining unit may be initiated at Step 2 of the procedure contained herein.

D. An employee with a grievance and a Union representative may attend hearings at each step of the Grievance Procedure during regularly assigned working hours without loss of pay or time to the representative, provided:

(1) An "emergency situation does not exist requiring their assigned work stations; and

(2) Arrangements have been made and approved by their supervisor to have their assigned work area properly "covered" during their

absence. It is expected that this privilege will not be abused and that approval will not be unreasonably withheld.

E. In the absence of mutual extensions, the grievant may, at any Step beginning with Step 2, where a response is not forthcoming within the specified time limits, presume the grievance to have been granted by the City in full, and the City shall immediately implement the requested remedy. Conversely, the absence of a mutual time extension by both parties, if the grievant does not follow the prescribed time limit set forth herein, the grievance shall be deemed vacated.

F. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

G. Once a grievance is approved at Step 2 or above, the grievance shall be concluded based upon that approval.

Section 6. All grievances shall be administered in accordance with the following steps of the Grievance Procedure:

Step 1: An employee who believes he may have a grievance shall notify the Public Works Superintendent of his designated alternate, of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Public Works Superintendent will schedule an informal meeting with the employee and a Union representative within five (5) days of the notice of the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally. The Public Works Superintendent may request up to five (5) days to investigate the matter and respond to the issue in dispute.

If the dispute is not solved informally by the Public Works Superintendent, it shall be reduced to writing by the grievant on the agreed upon grievance form and presented as a grievance to the Public Works Superintendent within five (5) days of the informal meeting or notification of the Public Works Superintendent's decision, whichever is later. The Public Works Superintendent shall answer the grievance in writing within five (5) days of the presentation of the written grievance.

Step 2: If the grievant is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed within the City Administrator within five (5) days from the date of the rendering of the decision at Step 1. Copies of the written decision shall be submitted with the appeal. The City Administrator shall convene a hearing at a convenient time within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant, his Union representative, and any other party necessary to provide the required information for the

rendering of a proper decision. The City Administrator shall issue a written decision to the employee with a copy to the Union representative within five (5) days from the date of the hearing.

Step 3: If the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed within the Mayor within five (5) days from the date of the rendering of the decision at Step 2. Copies of the written decision shall be submitted with the appeal. The Mayor or his designee shall convene a hearing within twenty (20) days of the receipt of the appeal, except in a discharge or discipline grievance, where the hearing shall convene at a convenient time within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant, his Union representative, and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or his designee shall issue a written decision to the employee with a copy to the Union representative within fifteen (15) days from the date of the hearing. If the grievant is not satisfied with the decision at Step 3, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

Section 7. Nothing in this Article 15, Grievance Procedure, is intended to deny any bargaining unit employee and any rights available at law to have redress of his legal rights, including the right to appeal to the Rossford Civil Service Commission where that body has jurisdiction. However, an employee must elect as his remedy the provisions under Section 124.34 and/or Section 737.12 of the Ohio Revised Code or other such legal actions, prior to invoking Step 3 of the Grievance Procedure, provided in Section 6 of this Article. Should a member elect to pursue his remedy under the Ohio Revised Code or other appropriate legal action, he is thereafter denied the remedy of the Grievance Procedure provided him.

Section 8. Where an employee has a grievance for actions taken by the Administrator, upon mutual agreement of the grievant and the Public Works Superintendent, Step 1 of Section 6 can be waived. Where an employee has a grievance as the result of the actions taken by the Mayor, upon mutual agreement of the grievant and the Administrator, Steps 1 and 2 of Section 6 can be waived.

Section 9. The appropriate officer of the City will assign a consecutive number to each grievance and will maintain a log book available upon request by the Union to account for each number assigned.

Section 10. If a grievance is not settled through the Mayor's written answer provided for in Section 6, above, the Union may request, in writing, that the grievance be submitted to Arbitration. Requests to arbitrate must be received by the City Administrator within fourteen (14) calendar days of the date on the Mayor's written answer in Section 6, above.

Section 11. Either party may, after submission of the request to arbitrate, request grievance mediation through the Federal Mediation Conciliation Service. In the event both sides

agree to mediation, a date and time shall be established in conjunction with the FMCS. The grievant shall have the right to be present at the mediation meeting. Each party shall have one principal spokesman who shall have authority to resolve the grievance. No record of the mediation meeting shall be made. If no resolution is reached during the mediation meeting, the mediator shall provide the parties with an advisory oral opinion. The advisory oral opinion shall not create a precedent in the case.

In the event grievance remains unresolved, either party may move the matter forward pursuant to the collective bargaining agreement. Nothing said or done in the mediation meeting shall be referred to at the subsequent arbitration.

Section 12. The parties shall mutually request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service. The arbitrator shall be selected by alternate striking procedure. Either party has the right to reject the list and request a new list.

Section 13. The Arbitrator shall have no power or authority to add to, subtract from or in any manner alter the specific terms of this Agreement or to make an award requiring the condition of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

Section 14. The Arbitrator shall submit his decision in writing. The Arbitrator is encouraged to submit his decision within thirty (30) days after the close of the hearing. The Arbitrator's decision will be final and binding upon both parties.

ARTICLE 16

SICK LEAVE

Section 1. Paid sick leave is a benefit earned and accrued by all full-time City employees. Intermittent/seasonal part-time employees will not accrue paid sick time.

Section 2. All full-time employees shall accrue sick leave at the rate of 4.6 hours per biweekly pay period 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. 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 taken a total of twenty-four (24) hours of sick time falling on Mondays or Fridays and/or the workday immediately before or after a holiday or has taken a total of forty (40) hours of sick time in a calendar year, must, upon his return to work, produce a statement from a qualified physician stating the nature of the illness or injury.

Section 4. All use of sick leave must be approved by the Public Works Superintendent 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, illness, 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. 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 (1) hour increments, with a fraction of an hour being counted as the next full hour. In the event that an employee is working on a light-duty job, (as described in Article 18), that employee shall be paid at his regular rate of pay for all hours worked and may supplement his pay with sick leave, utilized in one (1) hour increments, if working less than an eight (8) hour workday while on light duty.

Section 6. When on sick leave an employee will ordinarily remain at home caring for the illness, unless away from home receiving medical attention such as in a hospital, physician's office, office of a medical authority, or at a pharmacy. An employee who is recuperating somewhere other than home will be expected to notify the Administrator to this effect.

Upon request of the Public Works Superintendent, said employee shall substantiate any such absence from home. Any absence from work as a result of a claimed illness or injury may be investigated by the Mayor, Administrator, Public Works Superintendent or their delegated representative.

Section 7. To the extent an employee requires leave beyond the total of accrued sick leave for the purposes as defined by the Family/Medical Leave Act (the FMLA) the employee shall be entitled to leave consistent with the FMLA. During the FMLA leave, the

Employer shall continue to pay health insurance benefits as described in this contract, but the employee shall continue to pay his/her portion of any premium.

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 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 ten (10) or more years of service with the City of Rossford may convert one-quarter (1/4) of their total accrued sick leave into cash at the employee's rate of pay at the time of retirement. Employees retiring under the Ohio Public Employees Retirement System (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 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. 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.

ARTICLE 17

MATERNITY/PATERNITY LEAVE

Section 1. Male employees shall be granted three (3) days off paid leave not deducted from sick leave or vacation time, for the purpose of spouse and/or child care for the immediate post-childbirth period.

Section 2. An employee may, if she wishes, use any or all of her accrued sick leave and vacation leave for pregnancy before going on maternity leave prior to the birth of the baby and for the recovery period, or she may retain her sick and/or vacation leave and go on maternity leave of absence without pay. NO maternity leave of absence will exceed six (6) months.

Section 3. Should the employee reach the end of maternity leave of absence, she then has the option to exhaust her sick and/or vacation leave or to elect unpaid leave under the Family Medical Leave Act. An employee on disability leave may contact the Administrator, in writing, to request any or all of her vacation leave. The requested leave will be given to her, in a lump sum payment, within three (3) weeks of the City's receipt of her written request.

Section 4. The date of departure and the date of return to work shall be selected by the employee, and she shall notify her supervisor as far in advance as is practicable by delivery of a note from her physician. Where there is some medical evidence that the employee's pregnancy is inhibiting the usual performance of her duties, the employee may be requested, in writing, the cease work at an earlier date than she originally selected. Such action is appealable to the Civil Service Commission or to the grievance procedure and the appeal must be supported by medical data.

Section 5. Single female employees shall be provided the same health insurance coverage as married female employees for maternity purposes.

ARTICLE 18

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, the employee shall be carried on the regular payroll of the City for the period of disability, 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 sixty (60) workdays, unless such period of days shall be otherwise extended by the appointing authority. No more than two hundred forty (240) fully paid leave days will be provided to any employee during the three year term of this Agreement.

Section 2. Any employee claiming work-related disability should provide the City with a statement from the attending physician stating the nature and extent of the disability, date it began, and the physician's opinion as to when the employee may return to work and physical limitations if any. The employee shall provide or authorize the physician to provide such a statement to the City within seven (7) days after the date of the injury.

Section 3. If an employee returns to work prior to the expiration of the original sixty (60) working days, and then is disabled at a later date due to the same injury incurred under the same terms and conditions as set forth in the above sections, the employee may use the unused portion of the sixty (60) working days. This provision shall not apply in the event it is deemed inconsistent with any applicable Federal and State laws.

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 work as the City has available. Any employee returned to work under the terms of this Section shall receive his/her regular rate of compensation for the work performed.

Section 5. A disabled 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 be granted and recorded in units of not less than eight (8) hours, except on the day of injury. On the day of injury, Injury Leave shall be granted and recorded in units of not less than a whole hour with a fraction of an hour being counted as the next full hour.

Section 7. An employee on Injury Lave shall be on active pay status and accorded all benefits accruing for the period of such leave.

ARTICLE 19

MILITARY LEAVE

Section 1. Regular full-time employees covered by this Agreement who enter into active service in the Armed Forces of the United States or who serve temporary active duty with the United States National Guard or a reserve unit of the Armed Forces of the United States shall be granted leaves during the period of such service in accordance with applicable Federal and State Law.

Section2. The returning veteran will be entitled to all benefits prescribed by law, including, but not limited to, the following:

A. Amount of unused sick leave accumulated at the time of entering service;

B. Credit for length of service, including military service time, for determining vacation time. However, vacation credit is not accrued during the military leave;

C. Automatic pay increases;

D. His/her beneficiary shall be entitled to the sick leave cash conversion benefit set forth in Article 16, section 9 of this Agreement.

ARTICLE 20

JURY DUTY

Section 1. All regular full-time employees of the City, when called for jury duty by any court of record, shall receive his regular salary or wages from the City while serving on the jury. Any compensation received for jury duty, less personal expenses allowed, shall be remitted to the City no later than ten (10) days after receipt thereof.

ARTICLE 21

FUNERAL LEAVE

Section 1. A full-time employee who suffers a death within the immediate family, limited to spouse, child, grandchild, mother, father, sister, brother, step-child, step-grandchild, step-mother, step-father, step-sister and step-brother shall have up to five (5) days off which shall not be charged to sick leave or vacation leave and shall receive his/her regular salary or wages for the five (5) day period.

ARTICLE 22

HOLIDAY PAY

Section 1. The following holidays are hereby established and each regular full-time employee shall be paid for such holiday at his/her assigned base rate of compensation:

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

Section 2. Each public works employee of the City must work or be in active pay status the scheduled day before or the scheduled day after a holiday as specified in Section 1 above, to be paid the eight (8) hours holiday pay.

Section 3. All holiday pay, as set forth in Sections 1 and 2 above, shall be considered separate and apart from all other employment conditions, and when an employee is required to work on the day observed as a holiday, he/she shall be entitled to double time for such time worked in addition to holiday pay.

Section 4. If any of the aforesaid 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.

ARTICLE 23

VACATION BENEFITS

Section 1. The City will not assume any vacation benefit earned in any previous employment.

Section 2. Definitions:

"Calendar Year" - a period of 365 days (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.

"Worked" - means time on duty and scheduled hours not worked while on authorized leaves.

Section 3. Effective January 1, 1993, full-time employees covered by this Agreement shall earn vacation time based upon each full two (2) week payroll period completed in a pay status according to the following schedule.

Vacation time is figured on the anniversary of employment. Each full-time employee covered by this Agreement shall earn and will be due vacation time according to the following schedule:

1. During the first year of service, no vacation is granted, but the employee shall earn one and fifty-four hundredths (1.54) hours for each full biweekly pay period employed. After six (6) months of service, the employee will be eligible to take two and one-half (2 1/2) days of accrued vacation time earned.

2. After one (1) year of continuous service through and including five (5) years (3.1 hours/biweekly pay period for a total of 80 hours a year).

3. After five (5) years to and including ten (10) years of continuous service (4.6 hours/biweekly pay period for a total of 120 hours a year. Employees hired prior to September 1, 2010 who reach a step increase in vacation hours receive their step of 40 hours on their anniversary date. Employees hired after September 1, 2010 begin accruing at the higher rate on their anniversary date.

4. After ten (10) years to and including fifteen (15) years of continuous service (6.2 hours/biweekly pay period for a total of 160 hours a year). Employees hired after September 1, 2010 begin accruing at a higher rate on their anniversary date. Employees hired prior to September 1, 2010 who reach a step increase in vacation hours receive their step of 40 hours on their anniversary date.

5. After fifteen (15) years to and including twenty (20) years of continuous service (7.7 hours/biweekly pay period for a total of 200 hours a year). Employees hired after September 1, 2010 begin accruing at a higher rate on their anniversary date. Employees hired prior to September 1, 2010 who reach a step increase in vacation hours receive their step of 40 hours on their anniversary date.

6. After twenty (20) years of continuous service (9.3 hours/biweekly pay period for a total of 240 hours a year). Employees hired after September 1, 2010 begin accruing at a higher rate on their anniversary date. Employees hired prior to September 1, 2010 who reach a step increase in vacation hours receive their step of 40 hours on their anniversary date.

Section 4. Full-time employees with less than 80 hours of accrued vacation time must take their vacation.

All full-time employees with more than one (1) full year of continuous service are required to take eighty (80) hours of vacation.

Full-time employees who have five (5) 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 total accrued vacation time off.

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

For employees hired prior to September 1, 2010, 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 vacation time within the calendar year.

For employees hired on or after September 1, 2010, vacation time cannot carry over into the next anniversary year. An employee will be paid for vacation time if emergency conditions exist that would prohibit the employee from taking vacation time within the anniversary year.

Section 5. Vacation time shall be utilized in a minimum of one (1) hour units unless otherwise agreed by mutual consent between the employee and the Public Works Superintendent or designee.

Section 6. Employees who terminate their employment (i.e. die, retire or quit) shall be paid for their unused vacation upon termination and shall be paid for any accrued vacation prorated by the number of hours on active pay status in the year of their termination divided by two thousand eighty (2,080) hours. Employees who are laid off shall be paid for their unused vacation upon request or, if no request is made, on the payday nearest December 31 in the year of their layoff. Laid-off employees shall be paid for any accrued vacation prorated by the number of hours on active pay status in the year of their layoff divided by two thousand eighty (2,080) hours. Such payment shall be made to the employee on the payday nearest twenty-six (26) weeks after their layoff, if the employee is still laid-off.

ARTICLE 24

VACATION RIGHTS

Section 1. 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 Article 23.

Section 2. Vacation requests can be submitted to the Public Works Superintendent by March 1 of each year with the employee having the most seniority, having first choice of vacation dates. However, if they are changed after March 1, the employee listed for any date has the right to those dates regardless of seniority. An employee may request vacation after March 1st two (2) weeks prior to the date requested for approval. If more than one employee requests the same day off, first request submitted has the right to those dates. Requests may not be unreasonably denied. No more than two (2) employees may be off at the same time unless approval is obtained from the Public Works Superintendent or designee.

ARTICLE 25

LEAVE OF ABSENCE

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. A minimum of ten (10) calendar days' notice must be submitted to the City Administrator if said absence will leave the City with a shortage of manpower on a shift, otherwise twenty-four (24) hour notice will suffice. Leaves of absence shall be limited to a minimum of one (1) workday. Unused personal days and vacation days must be used by an employee prior to requesting a personal leave of absence.

ARTICLE 26

LIFE INSURANCE

Section 1. The City of Rossford agrees to provide each full-time employee of the Public Works Department with a Fifty Thousand Dollars ($50,000.00) term life insurance policy.

ARTICLE 27

HOSPITALIZATION

Section 1. The City will continue to pay the premiums for Medical Mutual or its equivalent for hospital and physician claims as well as prescription drugs for full-time employees. The coverage is contained in the present contract between the City and Medical Mutual. The present program shall provide a minimum of one hundred twenty (120) days with full maternity benefits, with dependent age to twenty-three (23) years old, and provide the employees with a vision program.

Section 2. The City will continue to provide full-time employees with the present family or single vision care plan.

Section 3. The City will provide full-time employees with a family or single dental plan.

Section 4. The City shall pay the monthly health care benefit premiums of each full-time employee of the bargaining unit not to exceed the following:

EMPLOYER	EMPLOYEE	MAXIMUM EMPLOYEE CONTRIBUTION PER MONTH
Single-Ninety percent (90%)	Single-Ten Percent (10%)	$100 Per Month
Two-Party-Eighty five-Percent (85%)	Two-Party-Fifteen Percent (15%)	$200 Per Month
Family Plan-Eighty Percent (80%)	Family Plan-Twenty Percent (20%)	$300 Per Month

If the monthly health care premium for the employee exceeds the monthly cap as set above, the amount over the cap will be divided equally between the employer and the employee.

If the City pays more for health care coverage in any form or manner to or on behalf of any City employee, such payments shall also be payable to full-time employees in this bargaining unit.

Section 5. During the duration of this Agreement, should the monthly health care premiums exceed the amount set forth in Section 4 above, the amount in excess shall be paid to the city through an automatic payroll deduction plan which can be instituted without the prior authorization of the employees.

Section 6. The City and the Union will review a Section 125 Plan to maximize the tax benefit for the health care premiums.

Section 7. The parties agree the current practice regarding the Health Insurance committee will continue for the life of this agreement.

ARTICLE 28

APPROVED EXPENSES

Section 1. A full-time employee of the City may attend, at the expense of the City, any conference, seminar, school, convention, or other meeting relating to Municipal affairs, if first authorized by the Mayor and the Municipal Administrator showing the necessity or the desirability for the attendance and an estimate of the costs thereof to the City.

Section 2. Any person as set forth in Section 1, who is required and authorized by the City to travel by personal motor vehicle in and for the best interests of the City, shall, upon submission of an expense statement as set forth in Section 3, be paid the current IRS mileage allowance for each mile traveled, for such purposes.

Section 3. Any person as set forth in Section 1 who is duly authorized to travel away from his regular place of employment in accordance with the provisions of Section 1, shall upon his return to his regular place of employment, promptly submit to the City an itemized statement of expenses so incurred on forms furnished and prescribed for his use by the City. The City may, under certain circumstances, where travel is approved in accordance with Section 1 advance the estimated amount of costs for travel, including registration fees, transportation, lodging, meals, vehicle parking and toll road charges. Any amounts advanced by the City to a person for travel purposes which exceed the actual costs and expenses thereof, shall be returned to the City at the time of submission of the expense statement required herein, and any amounts expended by the person relating to City business, in addition to the amount of advancement, shall be paid to the person upon submission and approval by the City of the expense statement.

Section 4. A full-time employee may attend an accredited Vocational School or College to take courses that are reasonably related to the employee's job duties. The employee will receive approval from the City, and this approval will not be unreasonably denied.

The Employer will allocate an annual budget of Five Thousand Dollars ($5,000.00) to reimburse the school cost of tuition and fees for all members of the bargaining unit. Should the City receive more requests for reimbursement than funds are available, approval shall be determined by seniority. The employee will submit satisfactory evidence to the City that he has successfully completed the requirements of the course with a grade of "C" or 2.0 or better or a passing grade in a pass/fail course.

ARTICLE 29

PROBATIONARY PERIOD

A one (1) year probationary period shall be served before an employee is covered by this Agreement with the exception of Article 16, Sick Leave. After this probationary period is served, the seniority date will be the employee's first day of employment.

ARTICLE 30

RESIDENCY

All employees of the Public Works Department shall reside within Wood or Lucas County, Ohio. Any new employee is required to comply with this residency provision within twelve (12) months after their probationary period is completed.

ARTICLE 31

SAFETY EQUIPMENT AND TRAINING

Section 1. The City of Rossford agrees to provide each member of the Public Works Department with the following safety equipment; the equipment will be City-owned and shall be turned back to the City at the termination of employment. If the equipment is damaged through work, the City will replace and reissue the damaged equipment. The employee must turn in previously issued equipment. All equipment will be stored in City-owned lockers assigned to each employee.

FOUL WEATHER GEAR

1. Raincoat
2. Boots
3. Rain gloves
4. Rain hat

OTHER EQUIPMENT

1. Fluorescent vest
2. Cloth gloves
3. Safety goggles
4. Hard hats will be made available when use of such is necessary.

Section 2. Each City vehicle shall be equipped with first aid kits and a fire extinguisher.

Section 3. Employees working in the Public Works Operator classification shall be permitted to wear shorts during hot weather when job safety is not affected by such action. The shorts shall be City-issued or City-approved and shall be clean and fit properly. Employees shall bring "long pants" to work with them and will wear such "long pants" when safety dictates. The employee's immediate supervisor shall be the sole judge of whether or not job safety is affected by wearing of "shorts".

Section 4. The Employer agrees to provide each full-time employee with a set of Carhart coveralls or the equivalent one time during the three years covered by this agreement.

Section 5. The Employer shall reimburse each full-time employee up to two hundred dollars ($200.00) each year as a shoe allowance, provided the employee presents receipt evidencing purchase. Submission of the receipt must be made between January 1st and December 31st of the year purchased to receive the allowance for that year. Any receipt submitted after December 31st will be paid as and for the next years benefit. Reimbursement shall be made in a separate paycheck.

City to set up accounts with vendors for employees to purchase required boots, which is then billed directly to the City of Rossford. Amounts exceeding the above shall be the responsibility of the employee.

Section 6. The Employer shall reimburse each full-time employee up to one hundred thirty dollars ($130.00) toward the purchase of approved high visibility sweatshirt(s). Submission of a receipt must be made between January 1st and December 31st of the year of the purchase to qualify for that year. Reimbursement shall be made in a separate paycheck.

City to set up accounts with vendors for employees to purchase required high visibility sweatshirts, which is then billed directly to the City of Rossford. Amounts exceeding the above shall be the responsibility of the employee.

Section 7. The City will provide ten (10) colored safety T-shirts for each full-time employee in the first year of this contract and five (5) per year in subsequent years.

Section 8. The City and the Union agree to form a safety committee comprised of the City Administrator, Superintendent of Public Works and two (2) representatives of the Union. This committee will meet at a minimum two (2) times each calendar year. The purpose

of this committee is to determine the safety training needs of the Public Works Department. Once a training program is determined and approved through the City Administration, this committee will insure that employees of the Public Works Department attend required training as set forth in the training schedule.

ARTICLE 32

BULLETIN BOARDS

Section 1. The City shall provide a locked bulletin board in the facility for the exclusive use of the Union members. The keys to such board shall be provided to the top Union official, who shall be responsible for posting and/or approving the posting of notices thereon which employees may read when reporting to or leaving work stations, or during free time. The minimum size of the bulletin board shall be two (2) feet by four (4) feet.

Section 2. The Union agrees that no notices will be placed on the bulletin board which contain:

A. Personal attacks upon any City employee or elected City official.

B. Personal attacks upon any official actions or orders of City employees or elected officials.

ARTICLE 33

CORRECTIVE ACTION IN PERSONNEL FILES

Section 1. The tenure of every employee shall be during good behavior and efficient service. No employee shall be reduced in pay or position, suspended, discharged, or removed except for the grounds stated in Section 124.34 of the Ohio Revised Code, nor shall the City take any form of corrective action against any member except for just cause. Only the grounds for suspension, discharge, or removal contained in these Sections are here adopted, and the other provisions contained in these Sections are not here adopted.

Section 2.

A. The City agrees that the principle of progressive corrective action will be followed: that is, an oral warning for the first offense, which may at the option of the City be documented, and any repeated offenses where such action is deemed appropriate; one or more written reprimands prior to any suspension for repeated offenses; one or more suspension prior to discharge for any repeated offenses. The burden of proof of any charges levied shall rest with the City.

B. An employee shall be given corrective action only in a private conference with the Mayor or is designee. The employee, if desired, shall have the right to Union representation during any corrective action conferences.

C. Corrective action shall be taken only after the employee has been served with a written statement setting forth a designation of the charges. The written charges shall advise the employee of his rights to Union representation.

D. All corrective action will be dropped if written charges are not presented to the employee and Local Union President within ten (10) working days of the City's knowledge of the alleged offense.

E. An employee shall have the right to grieve any corrective action through the Grievance Procedure or through City Civil Service Commission, but shall not process the grievance through both.

F. An employee whose discharge from the City is sought, may resign and the record will show that the employee resigned of his/her own accord.

G. The City will furnish a copy of all written corrective action taken to the affected employee and to the Local Union President.

Section 3. Records of any oral and/or written reprimands and/or suspension of five (5) days or less will cease to have any force and effect providing there are no intervening reprimands and/or suspensions during the period.

Section 4. It is recognized by the parties that the City must prescribe regulations for the custody, use and preservation of the records, papers, books, documents, and property pertaining to the City, and must comply with the requirements of Ohio's Public Records Law. However, to the extent that any records, papers or other documents covering members of the Union are not legitimately considered unavailable to review by such members, every member shall be allowed to review his or her personnel file at any reasonable time upon request. If any member is involved in a grievance regarding which matters in his personnel file may be material, the Public Works Superintendent and/or Union representative will also be granted the use of the member's personnel file at reasonable times where such access is authorized, in advance, by the employee-member.

Section 5. For the duration of this Agreement, and any extension thereof, if a member, upon examining his personnel file, has reason to believe that there are inaccuracies in those documents to which he/she has access, the member may write a memorandum to the Public Works Superintendent or his appropriate representative explaining the alleged inaccuracy. If, upon investigation, the Public Works Superintendent sustains such allegation, he shall do one of the following:

A. The member's memorandum may be attached to the material in question and filed with it and the Public Works Superintendent or his representative shall note thereon his concurrence; or

B. The Public Works Superintendent or his representative may remove the inaccurate material from the personnel file if he feels that its inaccuracies warrant such removal.

Section 6. For the duration of this Agreement and any extension thereof, any material placed in a member's personnel file, after the effective date of this Agreement, which is not legitimately excluded from review by the member, may be reviewed. If such material is not inaccurate (see Section 5 above) but the member feels that clarification of the circumstances surrounding the writing of such material is necessary, the member may submit to the Public Works Superintendent or his representative a written, clarifying or explanatory memorandum not to exceed one (1) page in length. Should the memorandum not contain derogatory or scurrilous matter regarding the administration or any other employees, the Public Works Superintendent will immediately have such memorandum attached to the material to which it is directed and placed in the member's personnel file.

Section 7. As expeditiously as possible, the City shall notify bargaining unit members of any request by any person, organization, and/or entity, to inspect or release any part of an employee's personnel file. This section shall not apply to inspection by employees of the City of Rossford who have a proven, legitimate need to see an employee's personnel file.

Section 8. If an employee's use of alcohol or drugs adversely affect his/her performance, he/she shall be given an opportunity to use community facilities set up to combat personnel substance abuse problems. Corrective action against a problem drinker or drug user, who recognizes his/her problem and agrees to and follow through on a course of treatment, will be withheld during the period of rehabilitation provided that there is an agreement by the program administrator and treatment staff that the employee is making a sincere effort and reasonable progress toward rehabilitation. The goal of all concerned shall be to save the employee's job and career if at all possible. Successful completion of the rehabilitation program shall result in the dropping of corrective actions for offense(s) in question.

ARTICLE 34

JOB BID SYSTEM

Section 1. All regular full-time job classifications, as set forth in Article 10, Section 1(A) shall be posted and bid annually on or before September 1. Each regular full-time employee will be allowed five (5) workdays to indicate his/her preference for a particular position or positions for which he/she is qualified, by signing the posted bid list. Thereafter, the City shall remove the bid list and the job classifications shall be awarded to the most senior qualified employee bidding on the same. The City shall have the right to force the least senior employee into any vacant position.

Section 2. When a vacancy occurs or a new job is created, this job will be posted in the department in which it occurs for three (3) days. A copy shall also then be furnished to the Union; if there are no bidders for the job, the job will be posted in all departments for three (3) days. If, at the end of the posting period, there are no bidders, the City may hire from an outside source to fill the job. (A day shall be considered a workday, excluding Saturday, Sunday, and holidays.) The Union shall be notified when a job is filled and by whom, two (2) days prior to the person going on the new job.

The City shall put the vacant job up for bid within (5) days of when the vacancy occurs. If the Employer does not plan to fill a vacancy, the Union shall be notified.

The bidder with the greatest seniority, within the bargaining unit, who meets the qualifications, as determined by the City, shall be awarded the job. An unsuccessful bidder may grieve his rejection as to his/her seniority and/or qualifications.

Section 3. Any person accepting a bid job must remain on that job and not bid for another job for a period of twelve (12) months. However, an employee shall not be prevented from bidding on a newly created job or a job which would pay a greater hourly wage.

Section 4. The City may appoint, on a temporary basis, not to exceed sixty (60) calendar days, an employee to fill the vacancy until a permanent replacement can be made using the same procedure. Such appointment shall be offered to qualified employees by seniority, first within the department and then within the City. If no employee accepts the appointment, then the City shall appoint the least senior, qualified employee within the City.

Section 5. When an employee successfully bids into an equal or higher pay range position, he/she shall earn a rate of pay at least equal to that of the position from which he/she moved.

Section 6. After exhausting the established bidding procedure, the filling of all vacant and new positions will be in accordance with the Rules and Regulations of the Civil Service Commission of the City of Rossford.

Section 7. It is understood that every attempt will be made by the City of Rossford that superintendents of the Rossford Public Works Department will come from among the ranks of the AFSME bargaining unit. If, during the term of this Agreement, a new administration takes over the management of the department and if the new administration dismisses the superintendents who are unclassified employees, they will have the right to assume whatever position is available in the bargaining unit. They will retain their total seniority with the City of Rossford, but for purposes of job preferences, vacation preferences, etc., the portion of time that they were in management will be deducted from their overall City-wide seniority. After working in the bargaining unit for one (1) year, such persons will then be credited with their total City seniority.

ARTICLE 35

APPLICATION AND INTERPRETATION OF WORK RULES, POLICIES AND DIRECTIVES

Section 1. The Union recognizes that the City, in order to carry out its Charter and statutory mandates and goals has the right to promulgate reasonable work rules, policies, procedures and directives consistent with statutory authority, to regulate the personal conduct of employees while at work and the conduct of the City's services and programs.

Section 2. The parties recognize that it is the philosophy of the City that, to the extent possible, employees will be put on notice, in writing and in advance of any alleged violations of the conduct expected of them by the City and by their fellow workers. The parties further understand that it is the interest of the City to protect the rights and well-being of all employees of the City, while not duly restricting the generally accepted individual rights of any employee. Therefore, the City will promulgate certain written work rules in an attempt to establish standards of personal conduct that must be maintained in order to protect every employee's right to be treated with dignity and respect while effectively carrying out the City's program.

Section 3. The City agrees that, to the extent any work rules have been or will become reduced to writing, every member shall have access to them for the duration of this Agreement. Copies of newly established written work rules, or amendments to existing work rules will be furnished and discussed with the top Union official and the appropriate nonemployee Union official at least fifteen (15) calendar days prior to the effective date of such rules or amendments. Should any work rules conflict with law or with the specific provisions of this Agreement, such rules shall be invalid to the extent of this conflict. Any work rules that may conflict with this Agreement shall be subject to the Grievance Procedure.

Section 4. It's the City's intention that work rules, policies and directives are to be interpreted and applied uniformly to all employees under similar circumstances. Of course, any member against whom rules, policies and directives are enforced, may challenge the reasonableness or uniformity of their application or interpretation as to his/her agreement, or through the City Civil Service Commission where such body has jurisdiction, or through other appropriate legal action.

Section 5. Once during the term of this Agreement, the Union may request the City to furnish it with a copy or copies of its existing work rules. The City shall comply with such request within thirty (30) calendar days from the date of the request.

ARTICLE 36

PAYCHECKS

Section 1. Each employee will be paid once every other week on a Friday. 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 37

WORKING OUT OF CLASSIFICATION

When an employee is assigned to perform in a higher classification and that classification has a higher rate of pay, the employee will immediately be paid the higher rate of pay for the duration of time that he performs the work in the higher classification in accordance with the rates and rules set forth in Article 10, Wages. When an employee performs the work in a lower classification and that classification has a lower rate of pay, the employee shall continue to earn his/her regular rate of pay. This article applies to assignment to supervisor's position with the pay to be the same as that paid to the supervisor. The Employer will assign the most qualified bargaining unit employee to the supervisor's position, in the absence of the supervisor. Overtime hours worked out of classification shall be added to the overtime equalization set forth in Article 11.

ARTICLE 38

JOB DESCRIPTIONS

It is recognized by the parties that the classification and appropriate job descriptions are formulated by the Employer. The parties agree that any individual employee who feels that he is not properly classified, may request a meeting with the City Administrator to discuss his classification, job description, and rate of pay. The employee has the responsibility to produce written evidence to whatever claim he may make, and a Union representative will be present in the meeting to the City.

ARTICLE 39

P.E.O.P.L.E. DEDUCTIONS

The City agrees to deduct once a month from the paychecks of any individual employee a voluntarily P.E.O.P.L.E. deduction. The amount will be specified by the employee, and it is recognized that this is strictly a voluntary program. The City will send a check to the appropriate P.E.O.P.L.E. Qualified Officer of the American Federation of State, County and Municipal Employees.

ARTICLE 40

SHIFT DIFFERENTIAL

Section 1. In the event the Employer creates a second shift, there shall be a shift differential of Fifteen Cents (15¢) per hour. In the event the Employer creates a third shift, shift differential will be Twenty-Five Cents (25¢) per hour.

Definition: Shift differential is paid when an employee begins to work his regular straight time day during either a second shift or a third shift operation.

ARTICLE 41

LAYOFF AND RECALL

Section 1. Prior to any layoff proposal, the City and Union agree to meet and discuss in which classifications the layoff shall occur and the number of positions to be abolished. The City and Union agree that the intent of this discussion is to avoid layoffs whenever possible.

Section 2. The City shall provide all employees scheduled for layoff no less than ten (10) working days written notice of such proposed layoff and specify why the employee is being laid off.

Section 3. The employee scheduled for layoff shall have the option of bumping a less senior employee in the same, lower or higher classification, providing he/she meets the qualifications for such classification.

Section 4. Notwithstanding the above procedure, any employee whose position has been identified for elimination or who has been displaced by a more senior employee shall have the right to accept the layoff without repercussion and shall remain laid off until recalled in accordance with Section 5.

Section 5. 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, this name will be removed from the recall list.

Section 6. Before any vacancies are filled, the qualifications of the individuals on the recall list will be reviewed by the City to determine if they possess the qualifications. Employees who are qualified will be recalled by seniority to fill vacancies.

Section 7. All recalled employees shall be notified by certified mail to their address of record on file with the City. Such employees shall have ten (10) working days to report to work.

Section 8. For the first three (3) months after a layoff, employees on a layoff shall have insurance coverage (health, vision, life, dental) premiums to be paid in accordance with Article 26 and 27 above. Thereafter, employees shall have the option to participate in available insurance plans at their expense.

ARTICLE 42

SUBCONTRACTING

The Employer agrees that no subcontracting will occur which results in the layoff of bargaining unit employees. The Employer agrees that no work performed by the bargaining unit will be subcontracted except in emergency, without advance notice to the Union and affording the Union an opportunity to meet with the City on the matter.

ARTICLE 43

SUBSTITUTE EMPLOYEES

The Employer has the right to hire substitute employees to replace any full-time employee who is absent for an extended period for any reason, in accordance with the following terms and conditions:

1. The number of substitute employees cannot exceed the number of full-time employees on extended periods of absence.

2. Substitute employees shall be paid only for actual hours worked regardless of the duties assigned. Substitute employees shall be entitled to benefits mandated by law. The pay rate for substitute employees, for all work performed, shall fall in the same range as part-time employees (see Article 45, Section 4).

3. Substitute employees shall work no overtime unless all regular full-time employees have refused the overtime and an emergency exists requiring immediate action.

4. No substitute employee shall be employed while any full-time employee is laid-off.

5. Substitute employees shall work no longer than 60 days unless extended by the mutual consent of the parties.

ARTICLE 44

MISCELLANEOUS

Section 1. The City agrees to reproduce a sufficient number of copies of this Agreement for all City and Public Work employees with a need to know, and all Union employees now and in the future, shall be provided with an individual copy. Such Agreement shall include an Addendum, which Addendum shall be incorporated herein by reference, a complete copy of the City's ordinance which completely and accurately describes the employee economic benefits. The Union shall be given the opportunity to approve the accuracy of such Agreement draft prior to its publication.

ARTICLE 45

PART-TIME EMPLOYEES

Section 1. The Employer may hire up to four (4) part-time employees to work in the Public Works Department. The total hours worked by all part-time employees shall not exceed 1,650 hours per year. No part-time employee shall be employed while any full-time employee is laid off.

Section 2. The part-time employees may be assigned to perform any bargaining unit duties.

Section 3. The part-time employees shall not be assigned work on an overtime basis.

Section 4. The wage rate paid to part-time employees shall fall in a range between $10.00 per hour and the base rate in effect during the term of this Agreement.

ARTICLE 46

COMMERCIAL DRIVER'S LICENSE

Section 1. Employees working in jobs which require the CDL shall notify the Employer immediately if his/her license is suspended, revoked, canceled or the employee otherwise is ineligible to drive. An employee who is unable to drive due to such reason shall be reassigned to nondriving duties for a period of suspension, and shall be ineligible for overtime callout for any job or assignment that may require driving. The reassignment shall be limited to twelve (12) months subject to extension upon application to the City Administrator. In the event there is no work available for the employee which does not involve required driving of CDL vehicles, the employee shall have all rights guaranteed under this Agreement including but not limited to bidding on vacancies and layoff for lack of work pursuant to Article 42. Any employee reassigned pursuant to this Article shall be paid the base rate in effect for that year of the contract.

Section 2. An employee on re-assignment or layoff status due to being disqualified to drive due to loss of the CDL or inability to obtain a CDL shall regain full pay status or recall and vacancy bidding rights into a job requiring the CDL upon notice to the Employer that driving privileges have been reinstated.

Section 3. In the event an employee covered by the Employer's insurance on vehicles becomes uninsurable at the standard insurance rate, the following will occur:

A. The employee shall be reassigned job duties which would not require the employee to be insurable for the operation of a motor vehicle, or

B. The employee shall have the option of purchasing comparable insurance or paying the difference between the Employer's standard insurance rate and the employee's higher rate.

C. In the event A and B above are impossible to accomplish, the employee shall have all rights guaranteed by this Agreement including but not limited to bidding on vacancies and layoff for lack of work pursuant to Article 41 for the duration of his/her inability to be insured.

Section 4. There shall be a minimum of six (6) full-time CDL licensed operators in the Public Works Department unless the number is reduced through attrition resulting from retirements, resignations, termination or other voluntary separation.

Section 5. The City agrees to pay the cost of CDL license renewal for full-time employees upon proof of renewal.

ARTICLE 47

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, each full-time employee shall receive fifty-six (56) personal leave hours with pay each calendar year.

Employees hired after September 1, 2010 will receive thirty-two (32) hours of personal leave on their first anniversary of employment with the City; forty (40) hours on their second anniversary of employment, and, eight (8) additional hours for every two (2) years of employment with the City thereafter until fifty-six (56) hours of personal leave is reached.

Section 2. Personal leave is to be taken at a time mutually agreeable to both the employee and the Public Works Superintendent; however, every effort will be made to grant personal leave time at the convenience of the employee if such scheduling does not seriously hamper the department's manpower coverage.

Section 3. Personal leave can be used between January 1 and December 31. Any unused time cannot carry over into the next year. Employees not using all their personal leave hours during the calendar year will receive payment for all unused hours at his or her current rate of pay on December 31. Payment will be made on the second pay period of the new year.

For employees hired after September 1, 2010, personal leave can be used in the twelve (12) months after their anniversary date of employment and cannot be carried over into the next twelve months. Employees not using all their personal leave hours during the twelve (12) months after their anniversary date will receive payment for all unused hours at the current rate of pay on the previous December 31. Payment will be made on or before the second pay period after their anniversary date of employment.

Section 4. Personal leave shall be utilized in a minimum of one (1) hour units.

ARTICLE 48

DURATION

This Agreement shall become effective on the 1st day of September, 2013 and shall continue in full force until the 31st day of August, 2016. No later than sixty (60) days prior to the date of expiration, either party may give notice in writing to the other party of a desire to change, alter or amend any portion of this Agreement. The parties may mutually agree, in writing, to extend the Agreement for a certain period while a new Agreement is being negotiated.

FOR THE AMERICAN FEDRATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 2954 AND OHIO COUNCIL 18

Bob Busch

~~Tyler M. Kolb~~, President, Locals 2954
Bob Busch

John Blessing, AFSCME Staff Representative

Date: 1/15/2014

FOR THE CITY OF ROSSFORD:

Hon. Neil A. MacKinnon III, Mayor

Edward J. Ciecka, City Administrator

Date: 1-15-14

Memorandum of Agreement
To Collective Bargaining Agreement

Local #2954, Ohio Council #8, American Federation of State, County Municipal Employees, AFL-CIO (hereinafter "AFSCME") and the City of Rossford (hereinafter "City"), do agree that representatives of the AFSCME bargaining unit shall be invited to voluntarily participate in any City-wide Health Insurance Committee established pursuant to labor agreements in other bargaining units in the City.

FOR THE AMERICAN FEDRATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 2954 AND OHIO COUNCIL I8

/s/Tyler M. Kolb
Tyler M. Kolb, President, Locals 2954

/s/John A. Blessing
John Blessing, AFSCME Staff Representative

Date: 2-25-08

FOR THE CITY OF ROSSFORD:

/s/Neil A. MacKinnon III
Hon. Neil A. MacKinnon III, Mayor

/s/Edward J. Ciecka
Edward J. Ciecka, City Administrator

Date: 2-25-08