

Section 2: Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the Grievance Procedure to which they had properly progressed.

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**ARTICLE 28  
ACKNOWLEDGMENT**

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Section 1: The Union and the Engineer acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the Engineer and the Union, for the life of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matters which either were referred to, or covered, in this Agreement, or which could have been, even though such subject or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated and signed this Agreement.

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**ARTICLE 29  
SEPARABILITY**

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Section 1: If any clause, sentence, paragraph, or part of this Agreement, or the application thereof to any person or circumstances, shall for any reason, be adjusted by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement and the application of such provision to other provisions, persons, or circumstances, but shall be confined in its application to the clause, sentence, paragraph or part thereof, directly involved in the controversy in which such judgment shall have been rendered and to the person or circumstances involved. The remainder of this Agreement and supplemental Agreements shall remain in full force and effect for the Agreement term.

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**ARTICLE 30  
COMPENSATION**

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Section 1: There shall be no increase in wage rates during the first and second years of this contract.

The parties agree to re-open negotiations at the end of the second year of the contract only to negotiate wages and hospitalization for the third year of the contract.

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**ARTICLE 32**  
**DURATION AND TERMINATION**

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Section 1: This Agreement shall be effective as of **November 13, 2011**, and shall remain in full force and effect until October 31, 2013, its termination date.

Section 2: If either party desires to modify, amend or renegotiate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the termination date, nor later than ninety (90) calendar days prior to the termination date of this Agreement. Such notices shall be sent by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

**SIGNATURE PAGE**

AGREED THIS 23<sup>rd</sup> day of July, 2011 2012

**TEAMSTERS LOCAL UNION NO. 436**

Gary M. Tiboni  
Gary M. Tiboni, President

Jack (John) Fortesque  
Jack (John) Fortesque, Secretary Treasurer

Christopher J. Pavone  
Christopher J. Pavone, Vice President/Business Representative

**PORTAGE COUNTY ENGINEER**

Michael A. Marozzi  
Michael A. Marozzi, P.E., P.S.

**BOARD OF PORTAGE COUNTY COMMISSIONERS**

Maureen T. Frederick, President

Christopher Smeiles, Board Member

Tommie Jo Marsilio, Vice President

APPROVED AS TO FORM:

Leigh Herington, Esquire