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STATE EMPLOYMENT
RELATIONS BOARD

2014 JUN 12 AM 8: 51

MEMORANDUM OF UNDERSTANDING

Between

The City of Solon Water Reclamation Department

And

International Brotherhood of Teamsters Local 436, Water Reclamation

This Memorandum of Understanding is hereby entered into between the City of Solon and the International Brotherhood of Teamsters Local 436 Water Reclamation Department (the "Parties") on the date ascribed below.

The Water Reclamation Administration and the International Brotherhood of Teamsters Local 436 have agreed to Amend Article 36 of the current collective bargaining agreement and to establish a wage scale for bargaining unit members who are not currently slotted on Grade I of Solon's wage scale.

The Parties, therefore agree that the current collective bargaining agreement will remain effective with the exception of the following "modifications" listed below for the period January 1, 2013 through December 31, 2015, the term of the current collective bargaining agreement. Note: The areas in "bold" print are the amended provisions.

ARTICLE 36: CONDITIONS OF EMPLOYMENT

SECTION 1. Commercial Driver's License (CDL): All full-time employees within the bargaining unit shall have the required CDL as a condition of employment with the Employer.

Employees shall have nine (9) months to obtain the required CDL. However, lab technicians and industrial inspectors shall have the option, and not the requirement, to obtain said license. In addition, all employees are required to obtain and maintain any additional licenses or endorsements necessary to perform assigned work.

An employee who loses or who allows or causes the expiration of his/her CDL through negligence or neglect may be subject to disciplinary action. Full-time employees who maintain a Commercial Driver's License in good standing shall receive an annual benefit of \$400 and all other employees shall receive an annual benefit of \$150. Both benefits to be paid before December 1st of each calendar year.

SECTION 2. Wastewater Treatment License: Bargaining unit employees who hold classifications in which they are required to have and maintain a valid license, must do so as a condition of their employment with the City. Bargaining unit employees are responsible for obtaining all necessary contact hours associated with maintaining the wastewater treatment licensure with the City to reimburse the employee following Article 29 (b) of this Agreement. All employees must renew their license as required by law, with a six month grace period, as a condition precedent to continued employment. Failure to so renew shall be grounds for disciplinary action. An employee, who repeatedly loses, allows or causes the expiration or invalidity of his/her required license shall be subject to disciplinary action. Employer shall reimburse for renewal of Wastewater / Lab Analyst Treatment licenses and CWEA Maintenance certifications.

SECTION 3. Safety Sensitive Employees: All bargaining unit employees shall be deemed to be "safety sensitive" employees and shall be subject to the Employer's drug and alcohol testing policy as set forth in Article XXXIII of this Agreement.

SECTION 4. Post January 1, 2013 License Certification

After January 1, 2013 any bargaining unit member who obtains the following licenses, if being used in their daily work, shall receive a one dollar (\$1.00) per hour increase and appropriate grade adjustment, if approved by the Director. Employees hired prior to January 1, 2010 may have received increases in base pay as a result of certification and are not eligible for additional stipend pay if they have achieved the I grade level.

Such annual increase (\$2,080) for each license obtained shall be paid in twenty six (26) equal payments throughout each year if any bargaining unit member transfers to another division (Maintenance, Operations, or Lab), such member shall be placed by the Director at the grade level and stipend amount that the member qualifies for. Such increase shall be removed if the member stops using such license in his work. ~~The following licenses qualify for this one dollar (\$1.00) per hour stipend:~~

Grade Level	F	G	H	I
Certifications/License: 1) OEPA (Operator)	Base	I, II, III		
2) OWEA (Lab)	Base	I, II, III		
3) CWEA (Maintenance)	Base	I, II, III		

In addition, the certification, accredited if possible, for the SCADA Analyst Technician Certification will be developed and implemented by December 31, 2013, or the city will default to the Maintenance CWEA certifications listed above until such time as said SCADA Analyst Technician Certification is implemented. Labor Management Committee meetings shall be used to develop and implement this certification.

Maintenance personnel currently not eligible to earn additional stipend pay as determined in paragraph 1 of this section, will be eligible to earn a one-time bonus equivalent to one dollar (\$1) an hour (\$2,080.00) upon submittal of a valid CWEA Class III certification. This certification must be maintained and kept valid according to all requirements mandated by the CWEA.

Certification testing fees will be reimbursed upon submittal of a valid certification or license.

Below is the amended wage scale for all members of this collective bargaining unit effective January 1, 2013. The purpose of this amended wage scale is to establish a more equitable base rate of pay to employees slotted on the lower end of the current pay scale. This scale increases in 2014 and 2015 by 2.25% as negotiated and covered in Article XXXI. In addition, this amended wage scale includes provisions for members to earn up to four levels of stipend compensation by obtaining various licenses.

<u>POSITION</u>	<u>BASE RATE</u>		
	<u>Jan-1 2013</u>	<u>Jan-1 2014</u>	<u>Jan-1 2015</u>
• OPERATOR IN TRAINING	\$19.00	\$19.43	\$19.86
• OPERATOR	\$21.00	\$21.47	\$21.96
• LAB ANALYST	\$21.00	\$21.47	\$21.96
• MAINTENANCE	\$21.00	\$21.47	\$21.96

In addition eligible employees may obtain up to four (4) stipends (\$1 an hour for each stipend and not to be included in the employee's base rate) for obtaining the following licenses:

- A. Operators: Waste Water I license; Waste Water II license; Waste Water III license; Lab Analyst I license.
- B. Maintenance: Waste Water I license; CWEA I license; CWEA II license; CWEA III license.
- C. Lab Analyst: Waste Water I license; Lab Analyst I; Lab Analyst II, Lab Analyst III license.

Eligible employees will be able to earn up to a maximum of four (4) stipends based on categories listed above.

Note: Any employee who achieved the Grade level I on Solon's non-bargaining wage schedule, shall not be eligible for any of the additional stipends listed above.

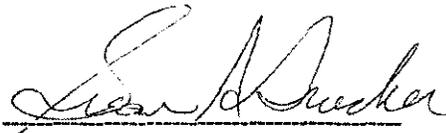
In witness whereof, the parties here to have caused the Memorandum to be executed this 16 day, of Oct., 2013.

For Teamsters Local 436

For the City of Solon



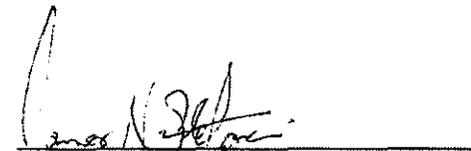
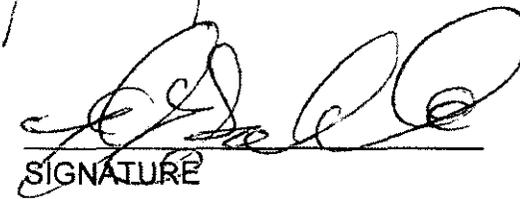
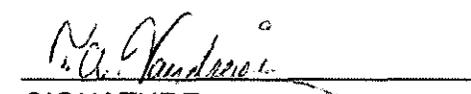
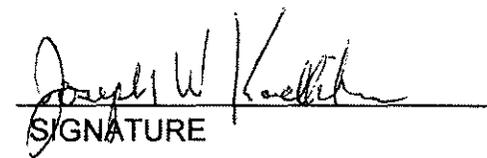
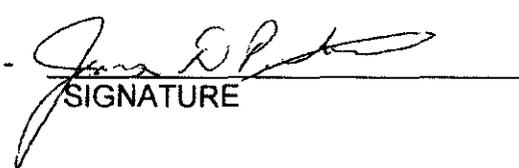
Christopher J. Pavone, Vice President

 11/4/13

Susan A. Drucker, Mayor

The following members of Local 436 acknowledge and agree to not grieve any of the provisions of the attached Memorandum of Understanding which establishes a pay scale for members of the collective bargaining agreement.

ACKNOWLEDGMENT:

1) James Stefancin -	 SIGNATURE	<u>10/23/13</u> DATE
2) Herman Maruschke -	 SIGNATURE	<u>10/28/13</u> DATE
3) Tim Vandrask -	 SIGNATURE	<u>10/23/13</u> DATE
4) Joseph Koelliker -	 SIGNATURE	<u>10/23/13</u> DATE
5) James Pemberton -	 SIGNATURE	<u>10/23/13</u> DATE