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# CONTRACT

BETWEEN

*City of Twinsburg*



2014 JUN 12 AM 8:52

STATE EMPLOYMENT  
RELATIONS BOARD

AND

**AFSCME  
OHIO COUNCIL 8  
LOCAL 1313  
SERVICE UNIT**



**2013 - 2016**

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## **ARTICLE 1 PURPOSE**

**Section 1.** This Agreement entered into between the City of Twinsburg ("City" or "Employer") Ohio Council 8, AFSCME, Local 1313 ("Union"), has as its purpose:

- A. To strive for effectiveness of service, improved work performance, and efficiency and economy in the providing of services and programs to the residents of the City of Twinsburg;
- B. To provide the procedure for the peaceful resolution of any and all disputes arising between the City and the Union and/or bargaining unit employees;
- C. To set forth in writing, wages, hours, benefits and other terms and conditions of employment for members of the Bargaining unit defined herein.

## **ARTICLE 2 RECOGNITION**

**Section 1.** The City recognizes the Union as the sole and exclusive representative for all employees in the Bargaining unit as defined in SERB Case No. 00-REP-07-0146 and described as follows:

Included: All employees in the Maintenance Division of the Parks & Recreation Department, all employees in the Maintenance Division of the Golf Course, and all employees in the Service Division of the Public Works Department, including: Building Coordinator, Chief Mechanic, Electric Technician, Mechanic, Maintenance Coordinator, Trade Craftsperson, Equipment Operator, Maintenance Person II, Maintenance Person I, Small Engine Mechanic, Assistant Golf Superintendent, Gardener, Groundswoker II, and Groundswoker I

Excluded: All management level, supervisory and confidential employees as defined in the Act, seasonal and casual employees as defined by the Board, professional employees, guard, employees of the Police and Fire Departments, all other employees.

**Section 2.** Should the City establish new classifications in the Maintenance Division of the Parks & Recreation Department, the Maintenance Division of the Golf Course, or in the Service Division of the Public Works Department during the term of this Agreement, the Union and the Employer shall meet within ten days of the establishment thereof to discuss whether such classifications are appropriately within the bargaining unit. Should the parties not agree within thirty (30) days of first meeting, either party may petition the State Employment Relations Board for a determination.

The Employer shall establish wage rates for new bargaining unit classifications based upon an appropriate differential from existing positions. Should the Union disagree with such established rates, the Union may request negotiation on the issue of wage rates for the newly established position. Should the parties not agree on such wage rates, the Union may file a grievance at Step 3 of the Grievance Procedure.

**Section 3.** The Union and its employees, agents or representatives shall deal solely and exclusively with the City's authorized representatives on all labor and contract matters and shall not circumvent the Employer's representatives in such matters.

### **ARTICLE 3 UNION REPRESENTATION**

**Section 1.** The Employer agrees to admit one Council 8 Representatives to the Employer's facilities during the Employer's normal office business hours, for the purpose of processing grievances or attending meetings as permitted herein, with advanced notice to the Employer. Additional Representatives may be admitted with prior approval of the Employer.

**Section 2.** The Employer shall recognize one Steward and one alternate Steward in each department (Service, Golf Course and Parks & Recreation) for the purpose of processing grievances and other representation duties. Stewards and all other representatives whose attendance has been pre-approved by the Employer shall lose no earnings/wages or other compensation as a result of meetings with the Employer or its agents.

**Section 3.** The Union shall provide to the Employer an official roster of its representatives to include officers, Stewards and alternates who have authority to act upon behalf of the Union, which is to be kept current at all times. No employee shall be recognized by the Employer as a Union Representative until the Union has presented the Employer with written notification of that person's selection.

**Section 4.** Generally, the investigation and writing of grievances, by Stewards shall be on non-work time. Where shift schedules or other specific conflicts make investigation and writing of grievances on non-work time impractical, a Steward may be granted a reasonable time by the Department Head for such activities. The writing of grievances involving suspensions or terminations may take place on work time, without loss of pay. One Steward shall be granted reasonable time to write grievances in such circumstances. If grievance hearings or other meetings with Management are scheduled during an employee's regular duty hours, the employees in attendance shall not suffer any loss of pay while attending such meetings.

**Section 5.** The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent authorized herein.

**Section 6.** The Union shall be granted permission to use designated facilities of the Employer during non-work time for the purpose of holding meetings upon written application to the Employer, and pending availability of such facilities, at no charge to the Union. The Union shall be responsible to leave the facilities in the condition it was found prior to use and shall remove any materials brought into the facilities at the end of meeting. The Union's failure to comply with the provisions of this Section may be cause for the Employer to revoke permission to use Employer facilities.

## **ARTICLE 4 MANAGEMENT RIGHTS**

**Section 1.** Except as specifically limited herein, the Employer shall have the exclusive right to administer the business of the City of Twinsburg, in addition to all other functions and responsibilities which are required by law. Specifically, the Employer's exclusive management rights include, but are not limited to the following:

1. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall, or to reprimand, suspend, discharge, or discipline for cause to maintain order among employees;
2. To promulgate and enforce reasonable employment rules and regulations and to otherwise exercise the prerogatives of Management;
3. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
4. To determine the Department's goals, objectives, programs and services, and to utilize both internal and external personnel in a manner designed to effectively meet these purposes;
5. To determine the size and composition of the work force and organizational structure of the City, including the right to relieve employees from duty due to lack of work or other legitimate reasons;
6. To determine when a job vacancy exists, the standards of quality and performance to be maintained;
7. To determine the necessity to schedule overtime and the amount required thereof;
8. To maintain the security of records and other pertinent information;
9. To determine the overall budget;
10. To maintain and improve the efficiency and effectiveness of the Employer's operation;

11. To determine and implement necessary actions in emergency situations specified in Article 35, Waiver in Case of Emergency.

**Section 2.** The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as permitted by law shall remain the function of the Employer.

## **ARTICLE 5 NO STRIKE/NO LOCKOUT**

**Section 1.** It is understood and agreed that the services performed by the employees included in this Agreement are essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of work for any cause whatsoever, nor shall there be any work slowdown or other interference with these services, during the term of this Agreement or any extensions thereof.

**Section 2.** The Employer 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 bargaining unit, unless those members shall have violated Section 1 of this Article.

**Section 3.** The Union further agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, sympathy strike, work stoppage, slowdown, or any other concerted activities which interrupt the operations or services of the Employer by its members during the term of this Agreement.

**Section 4.** In all cases of strike, sympathy strike, slow down, walkout or any unauthorized cessation of work in violation of this Agreement, the Union shall undertake every reasonable means to induce employees to return to their jobs during any such period of unauthorized stoppage.

## **ARTICLE 6 DUES DEDUCTION AND FAIR SHARE FEE**

**Section 1.** The Employer agrees to deduct Union membership dues in accordance with this Article.

**Section 2.** The Employer agrees to deduct regular Union membership dues once each pay period from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form (see Appendix A) must be presented to the Employer by the employee or the Union. Upon receipt of the proper authorization, the Employer will deduct Union dues from the employee's check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

**Section 3.** The parties agree that the employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer

harmless from any claims, actions or proceedings by any employee arising from deductions made by the employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 4.** The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization.

**Section 5.** The Employer shall not be obligated to make dues deductions from any employee who, during any pay period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

**Section 6.** The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

**Section 7.** The rate at which dues are to be deducted shall be certified to the Employer by the Treasurer of the Union during January of each year. One (1) month advance notice must be given the Employer prior to making any changes in an individual's dues deductions. The Employer shall remit the aggregate of Union dues deductions and a list of employees from whom dues have been deducted within ten (10) days of payroll date to: Ohio Council 8, 6800 N. High Street, Columbus, OH 43085, Attention: Controller.

**Section 8.** Employees who are members of the Union may cancel dues deduction by directing a certified letter to the Union and the Employer in the fifteen (15) day period prior to the expiration of this Agreement.

**Section 9.** Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair share fee to the Union. The fair share fee obligation shall commence on the first of the month next following the employee's ninety-first (91<sup>st</sup>) calendar day of employment.

**Section 10.** Fair share fees shall be paid by automatic payroll deduction. Fair share fee deductions do not require prior authorization from the affected employees. Fair share fees shall be deducted in amounts determined by the Union.

**Section 11.** Fair share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deductions. The Employer shall provide the Union an alphabetical list of the names and addresses of each employee on whose account a fair share fee was deducted during the previous month including the amount of the deduction.

**Section 12.** Both the Employer and the Union intend that this Article be lawful in every respect. If any court of last resort determines any provision of this Article is illegal, that provision alone shall be void. Invalidation of any provision of this Article does not invalidate the remaining provisions. If a provision is judicially invalidated, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgment to negotiate lawful alternative provisions.

**Section 13.** The Union warrants and guarantees to the Employer that no provision of this article violates the constitution or laws of either the United States of America or the state of Ohio. Therefore, the union hereby agrees that it will indemnify and hold the employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

## **ARTICLE 7 RULES AND REGULATIONS**

**Section 1.** The Employer, in order to carry out its statutory mandates and goals has the right to promulgate reasonable work rules, regulations, policies and procedures, consistent with the Employer's statutory authority to regulate the personal conduct of employees, and the conduct of the Employer's services and programs.

**Section 2.** Copies of written work rules and personnel policies or amendments thereof promulgated following the effective date of this Agreement, will be posted and furnished to the Union no less than ten (10) working days prior to the effective date of such rules and amendments. During the ten (10) day period, the Union may request a meeting to discuss the effect of the work rule, policy, or amendment. It is agreed that work rules regarding health and safety or work procedures are not subject to a ten (10) day posting period.

**Section 3.** No work rules, regulations, policies or procedures shall be established or maintained that are in violation of any expressed terms of this Agreement. The Union may grieve the reasonableness and/or the reasonableness of application of any work rule, regulation, policy or procedure. Grievances alleging violation of this article may be filed at Step 2.

## **ARTICLE 8 PROBATIONARY PERIOD**

**Section 1.** Probationary period for all newly hired employees shall be twelve months, which may be extended if the City believes that additional time is necessary to evaluate the employee's suitability and qualifications for the position.

**Section 2.** All promoted and transferred employees shall serve a ninety work day probationary period, which may be extended if additional time is necessary to evaluate the employee's suitability and qualifications for the position. If an employee does not qualify, he/she is to be returned to his/her previous

classification/position if it continues to exist. If the position no longer exists, the parties shall meet to discuss options. Any employee displaced by the return shall be treated as if he/she was placed on layoff.

**Section 3.** Any employee whose performance evaluation is determined to be unsatisfactory shall be placed on performance probation for three (3) consecutive months, during which time the employee shall be expected to make satisfactory progress. If the employee fails to substantially improve his/her performance, he/she shall be reduced in pay or position or terminated as determined by the City.

**Section 4.** New hire probationary terminations or reductions are not subject to the grievance procedure.

## **ARTICLE 9 SENIORITY**

**Section 1.** Seniority shall be computed on the basis of full-time continuous service in the bargaining unit. Once service is broken, the employee loses all previously accumulated seniority.

**Section 2.** An approved injury, illness or leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave or complies with alternate procedures of this agreement.

**Section 3.** A bargaining unit employee who after November 1, 2010, is voluntarily promoted or transferred to a job outside of the bargaining unit shall not retain such seniority as is provided in this Agreement, if he/she remains outside the bargaining unit for more than one (1) year.

A bargaining unit employee who prior to November 1, 2010, is voluntarily promoted or transferred to a job outside of the bargaining unit shall retain such seniority as is provided in this Agreement, but he/she shall not accumulate additional seniority after the date of the promotion or transfer.

Should the Employer return an employee to a job within the bargaining unit, his/her name shall be restored to the seniority list as determined according to this Article. Any employee hired directly into a job outside the bargaining unit as of the effective date of this Agreement, shall not be entitled to seniority preference or provisions of seniority under any section of this Article, but shall, if moved into a bargaining unit position, be placed at the bottom of any seniority list for his/her bargaining unit classification. City employees who transfer into the bargaining unit shall lose no accumulated benefits.

**Section 4.** An employee shall lose all seniority rights for any one or more of the following reasons:

- A. Retirement
- B. Voluntary resignation
- C. Discharge
- D. Layoff in excess of the time permitted herein for recall

**Section 5.** The Employer shall post a seniority list within thirty (30) days after the signing of this Agreement and once every twelve (12) months thereafter on the bulletin board in each department showing date of service, classification, and rate of pay. One copy of the seniority list shall be forwarded to the Local Union President and Department Stewards. Once the seniority list has been posted, employees and the Union shall have thirty (30) calendar days in which to challenge the information contained therein. Such challenges shall be made to the Employer in writing. Corrections shall be made when it is proven that any employee is placed in the wrong position on the list. Any information which is not altered as result of an employee challenge shall be considered final.

**Section 6.** Employees who voluntarily move (bid or transfer, excluding layoff and recall) to another department after the date of this agreement shall be subject to "department seniority" for a period of two (2) years. Department seniority shall be used for the purposes of job bidding, vacation scheduling, overtime offers and shift selection.

## **ARTICLE 10 VACANCIES AND PROMOTION**

**Section 1.** Whenever the Employer determines that a permanent vacancy is to be filled, notice of such vacancy shall be posted on bulletin board in the department where bargaining unit employees work for a period of five (5) work days. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting date or from employees who do not meet the minimum qualifications for the job, or who are in a probationary period. Bargaining Unit Employees on paid or unpaid leave may submit a bid to the Human Resources Department for any position for which they wish to be considered, in the event an opening occurs during the leave. Such bid may be submitted before going on leave, or while on leave and will be active only during that leave. Such bid will be considered as if the employee had submitted a bid during the posting period. An employee on leave will be considered ineligible if he/she cannot begin to work in the position within fourteen (14) days of award of the position.

**Section 2.** Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position for thirty (30) days pending the Employer's determination to fill the vacancy on a permanent basis. Where the position is filled from outside the bargaining unit, the position may be temporarily filled for sixty (60) days. An employee shall be placed in the step of the pay grade which results in an increase in pay or the employees pay step, whichever is greater, when promoted, laterally transferred or temporarily transferred to classification of a higher rated pay. In classifications of a lower and/or same rate

of pay the employee shall be placed in the pay grade that results in the employee being paid at the employee's same rate of pay.

**Section 3.** All timely-filed applications shall be reviewed by the Employer considering the following criteria: relative ability, education, previous job performance and seniority. Where, in the opinion of the Employer, relative ability and job performance are equal, the qualified applicant with the most seniority shall be selected. Discipline may only be considered by the Employer where the current active disciplinary record is significant. First priority shall be given to applicants from the department in which the vacancy exists. Should there be no qualified applicants within the department, the Employer will then consider bargaining unit applicants from other departments and then from other AFSCME bargaining units, and then from outside the bargaining units. Employees in the initial probationary period may be considered after all other employees in the bargaining unit have been considered and disqualified.

**Section 4.** Once the selection has been made, the Employer will notify all bargaining unit applicants and the Union of the selection.

**Section 5.** The union local president shall receive a copy of all posting vacancies, and promotion awards at the time of the posting or notification.

## **ARTICLE 11 PERSONNEL FILES & RECORDS**

**Section 1.** An employee may request to examine and obtain a copy of her/his personnel file during non-work time in the presence of an employee of the Human Resources Department. Employees are not permitted to remove any article from the file.

**Section 2.** If an employee, upon examining his/her personnel file, has reason to believe that there are inaccuracies in those documents he/she may submit a written statement, not to exceed one side of one 8 ½" X 11" page, explaining the inaccuracy. The employee's written statement may be attached to the material in question, and filed with it.

## **ARTICLE 12 GRIEVANCE PROCEDURE**

**Section 1.** The grievance procedure is a formal mechanism intended to ensure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered and appropriate action taken to correct a particular situation.

**Section 2.** The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation or improper application of this Agreement. It is not intended that the grievance procedure be used to affect changes in the Articles of this Agreement.

**Section 3.** A grievance under this procedure may be brought by any member of the bargaining unit. Where a group of the bargaining unit members desires to file a grievance involving a situation affecting each member, one member selected by such group will process the grievance.

**Section 4.** All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. Employees in the Maintenance Division of the Golf Course shall process grievances through steps one, four and five only. Employees of the Maintenance Division of Parks and Recreation shall process through steps one, three, four and five, only. Employees of the Service Division of the Public Works Department shall process grievances through all indicated steps.

A grievance may be filed at the step where the decision by management being grieved has been made.

Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of Management's answer at the last completed step. Any grievance not answered by Management within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure; however, Management shall not establish a practice of not answering grievances. Where a grievance is denied, Management shall specify the reason for denial.

**Section 5.** The written grievance shall be submitted on the grievance form attached as Appendix A, and shall contain the following information:

1. Aggrieved employee's name;
2. Aggrieved employee's classification;
3. Name of employee's immediate supervisor;
4. Date and time of incident giving rise to grievance;
5. Date and time grievance was first discussed;
6. Date grievance was filed in writing at Step 1;
7. A statement as to the specific Articles and Sections of the Agreement violated;
8. A brief statement of the facts involved in the grievance;
9. The remedy requested to resolve the grievance.

**Section 6.** The time limitations provided for in this Article may be extended by mutual agreement between the Employer and the Union; working days, as used in this Article, shall not include Saturdays, Sundays or holidays specified in this agreement.

**Section 7.** Each grievance shall be processed in the following manner:

**INFORMAL STEP** (All employees)

An employee having a grievance will first bring that complaint verbally, within five (5) working days of the incident giving rise to the grievance or the employee's knowledge of the incident to the attention of the employee's

supervisor. The supervisor shall discuss the grievance with the employee and within twenty four (24) hours of their discussion respond to the employee with an answer. If the employee is not satisfied with the response given by the supervisor, the employee shall within five (5) working days reduce the grievance to writing on the agreed form and submit at Step 1.

#### STEP 1 - SUPERVISOR (All employees)

The Supervisor, within five (5) working days of receipt of a written grievance, shall schedule a formal meeting between him/herself and the employee filing the grievance. Prior to this meeting, the supervisor shall make a complete and thorough investigation of all allegations contained in the grievance. The supervisor shall provide the employee with his/her written response to the grievance within five (5) working days of the meeting. If the employee is not satisfied with the written response of the supervisor, the employee may, within five (5) working days, pursue the grievance to Step 2 of the procedure.

#### STEP 2 - SUPERINTENDENT (Service Workers)

The Superintendent, within five (5) working days of receipt of a written grievance, shall schedule a formal meeting between him/herself and the employee filing the grievance. Prior to this meeting, the Superintendent shall make a complete and thorough investigation of all allegations contained in the grievance. The Superintendent shall provide the employee with his/her written response to the grievance within five (5) working days of the meeting. If the employee is not satisfied with the written response of the Superintendent, the employee may, within five (5) working days, pursue the grievance to Step 3 of the procedure.

#### STEP 3 - DEPARTMENT HEAD (Service Workers and Parks & Recreation employees)

The Department Head, within five (5) working days of receipt of a written grievance, shall schedule a formal meeting between him/herself and the employee filing the grievance. Prior to this meeting, the Department Head shall make a complete and thorough investigation of all the allegations contained in the grievance. Within five (5) working days after the meeting, the Department Head shall provide the employee with his/her written response to the grievance. If the employee is not satisfied with the written response received from the Department Head, the employee may, within three (3) working days, pursue the grievance to Step 4 of the procedure.

#### STEP 4 - HUMAN RESOURCES DIRECTOR (All employees)

The Human Resources Director or his/her designated representative, within five (5) working days of receipt of a written grievance, shall schedule a formal meeting with the employee filing the grievance and the Union Business Representative. Prior to this meeting, the Human Resources Director or his/her representative shall make a complete and thorough

investigation of all the allegations contained in the grievance. Within five (5) working days after the meeting, the Human Resources Director or his/her representative shall provide the employee and the Union with his written response to the grievance.

#### STEP 5 - ARBITRATION

If the grievance is not satisfactorily settled in Step 4, the Union may submit the grievance to Final and Binding Arbitration by submitting a request to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) local arbitrators within ten (10) days of the date of receipt of the answer at Step 3, with a copy of such request delivered to the Employer. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the Step 4 reply.

Upon receipt of the list of seven (7) arbitrators, the parties shall meet or confer by telephone to select an arbitrator within ten (10) working days from the date the list is received. Prior to striking, either party shall have the option to reject the list of names provided by the FMCS and request another list. Each party may make only one rejection. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the FMCS. The party requesting the arbitration shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. The fees, if any, for obtaining lists shall be shared by the parties. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS.

The Arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The Arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific Articles and/or Sections of this Agreement in question. The Arbitrator's decision shall be consistent with applicable law.

The Arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement; nor add to, subtract from or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine him/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issues in question.

The Arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance or practices. The Arbitrator shall not establish any new or different wage rates not negotiated as part of this

Agreement except as specifically authorized herein. In the event of a monetary award, the Arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

The decision of the Arbitrator shall be final and binding upon the Union, the employee and the Employer. The costs of the Arbitrator shall be paid by the losing party. Should the Arbitrator not uphold the position of either party in total, then the Arbitrator shall determine in what proportion the parties shall share the fee.

**Section 8.** Expenses of any non-employee witnesses shall be borne by the party calling the witness. The fees of court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

**Section 9.** A grievant may have one employee Union Steward other Employee Union Representative accompany him/her in at Steps 1 through 3 of the procedure. A grievant may have one employee Union Steward in addition to any non-employee Union representatives accompany him/her at Steps 4 and 5. Employee representatives and grievant will lose no straight-time pay as a result of meetings with the Employer at any step of the grievance procedure, or at Arbitration.

**Section 10.** Where an employee does not elect to be represented by the Union at any step of the grievance procedure, excluding Step 5, the Union shall have the right to be present at any grievance meeting without intervening. All grievances presented under such circumstances shall be resolved consistent with the terms and provisions of this Agreement. Only the Union may proceed to Step 5 of the procedure.

**Section 11.** Prior to proceeding to Step 5 Arbitration, the Union and Employer may mutually agree to submit to grievance mediation as agreed to between the parties. Either party may request a list of mediators from FMCS from which to select a mediator, or the parties may mutually agree upon a mediator.

All grievances that have been appealed to arbitration may be referred to mediation unless either party determines not to mediate a particular grievance. Referral to mediation automatically stays the arbitration procedure.

1. Cases will be scheduled in a manner which assures that the mediator will be able to handle multiple cases on each date unless otherwise mutually agreed. The parties agree not to hear more than five (5) cases a day.

2. The Union may select the Bargaining Unit members that it wants at mediation. Each party may have no more than three (3) representatives present at the mediation. The grievant will have the right to be present at the Mediation session.

3. Mediation efforts will be informal in nature and shall not include the taking of oaths, written opinions and the proceedings may not be recorded. Written

material presented to the mediator will be returned to the party at the conclusion of the mediation meeting. In the event that a mediated grievance is appealed to arbitration, no reference may be made in the arbitration proceeding to the fact that a mediation conference was or was not held, or in the event the parties do not mediate a grievance, then no reference may be made to the fact the parties did or did not agree to mediate a grievance. Nothing said or done by the mediator nor any settlement offer put forth by either party may be referenced or introduced into evidence at the arbitration hearing.

4. At the mediation conference, the mediator shall first seek to assist the parties in reaching a mutually satisfactory settlement of the grievance within the parameters of the collective bargaining agreement. The mediator may employ all of the techniques commonly associated with mediation, including private caucuses with the parties. If a settlement is reached, a settlement agreement will be entered into at the mediation conference. The mediator shall not have authority to compel the resolution of a grievance. If a grievance remains unresolved at the end of the mediation meeting, the mediator will provide an oral statement regarding how he/she would rule in the case based on the facts presented to him/her.

5. The dates, times, and places of mediation sessions will be determined by mutual agreements of the parties. Each party shall designate a representative responsible for scheduling a mediation session.

6. The fees and expenses to be charged by mediation panel members shall be negotiated between the panel participants and the parties. The parties shall share fees and expenses for grievance mediation equally.

### **ARTICLE 13 LABOR-MANAGEMENT CONFERENCE**

**Section 1.** In the interest of effective communications either party may at any time request a Labor-Management Conference. Such request shall be made in writing and be presented to the other party five (5) calendar days in advance of the requested meeting date. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. Grievances which have not reached the final step (Arbitration) may be included on the agenda. A Labor-Management Conference shall be scheduled within ten (10) days of the date requested. Such conferences shall not be scheduled more frequently than once each three (3) months unless it is mutually agreed to meet more frequently.

**Section 2.** There shall be no more than three (3) employee representatives in attendance at the Labor-Management Conference and no more than one (1) non-employee representative. There shall be no more than four (4) management representatives at the Conference. Both parties can add representatives if mutually agreed upon. Requests for additional representatives shall not be unreasonably denied.

## **ARTICLE 14 LAYOFF AND RECALL**

**Section 1.** In a case of an anticipated layoff of bargaining unit employees by the Employer, the Employer shall notify the Union of the impending layoff as far in advance as possible prior to service of notice of employees. The Employer and the Union shall meet to discuss possible alternatives and the impact of the layoff on bargaining unit employees.

**Section 2.** Affected employees shall receive written notice of layoff and reasons thereto at least fourteen (14) calendar days prior to the effective date of layoff. The notice shall advise the employee of bumping rights. The Local Union President and the Department Steward of each effected department shall be forwarded a copy of all layoff notices served on any employee the day of mailing or personal service.

**Section 3.** The Employer shall determine in which classifications layoffs will occur. Layoffs shall occur in the following order in the classification(s) effected;

1. Temporary;
2. Seasonal and intermittent;
3. Part-time employees;
4. Probationary employees;
5. Permanent employees, in the inverse order of their seniority as defined by this Agreement

**Section 4.** An employee receiving notice of layoff shall have five (5) working days following receipt in which to use his/her seniority to exercise his/her right to bump an employee with less seniority in the same classification and then to a lower rated bargaining unit classification within the same department, provided the more senior employee possesses the skill, ability and qualifications to perform the work as determined by the Employer. An employee who bumps into a lower rate position will be compensated at the rate of pay for the position to which he/she bumped. An employee who does not have sufficient seniority and/or skill, ability, qualifications and past performance as determined by the Employer to bump another employee within the same department, may bump an employee in a lower rated bargaining unit classification within another department, provided the more senior employee possesses the skill, ability and qualifications to perform the work as determined by the Employer. An employee who does not have sufficient seniority or have sufficient skill, ability and qualifications as determined by the Employer to bump another bargaining unit employee shall be laid off and placed on the appropriated recall list.

**Section 5.** When employees are laid off, the Employer shall create and maintain a recall list for each classification. The Employer shall recall employees from layoff within each classification as needed. The Employer shall recall such employees according to seniority, beginning with the most senior employee up to the number of employees to be recalled to any bargaining unit classification where the employee has the skill, ability, qualifications and past performance to perform the work as determined by the Employer. In the event an employee

refuses recall to a bargaining unit classification other than that from which he was laid off, such employee shall not lose recall rights for the original classification. However, if the employee refuses recall to the employee's original classification, such employee shall be removed from the recall list.

**Section 6.** Employees shall be on recall for a period of twenty-four (24) months. The Union Representative shall be forwarded copy of all recall lists and a copy of all changes and amendments thereto at the time of posting and as changes, amendments are made.

**Section 7.** Notice of recall shall be sent to the employee by certified mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

**Section 8.** The recalled employee shall have up to ten (10) working days following mailing of the recall notice to return to work, unless a different date for return to work is otherwise specified in the notice beyond the ten (10) working days. In the event of extenuating circumstances such as illness, injury or other good cause preventing the employee from returning or giving notice within the time limit above, the Employer may grant a reasonable extension not to exceed thirty (30) days. In the event such illness or injury precludes an employee from returning to work within the time limit above, including extension, such employee shall be bypassed for recall, but shall remain on the recall list. Complications of employment other than that with the Employer shall not be considered "extenuating circumstances" or "good cause".

**Section 9.** The Employer shall not promote or hire into any classification from which an employee is on layoff unless the employee on layoff is first given the opportunity to return to such position.

## **ARTICLE 15 DISCIPLINARY PROCEDURES**

**Section 1.** No employee shall be disciplined except for just cause.

**Section 2.** Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive, and uniform manner, in accordance with the Employer's policy.

**Section 3.** Progressive discipline for related offenses shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct. The order of progression may include oral reprimand, written reprimand, suspension, and discharge.

**Section 4.** Whenever the Employer determines that an employee will be suspended for disciplinary reasons or terminated, the Employer will hold an informal hearing. The Employer shall notify, the employee and the Union President in writing of the charges against the employee, what form of discipline may be imposed, and the date and time of the hearing.

The employee may be accompanied by a Union Steward or officer during the disciplinary hearing. Prior to the time of the hearing, the employee may waive the disciplinary hearing in writing. Should the employee not wish to be represented by the Union, a Union representative shall be allowed in the disciplinary meeting as an observer only. The employee shall have an opportunity to respond orally to the charges prior to discipline being imposed or may have the Union representative present her/his response.

An employee who is disciplined may file a grievance in accordance with the grievance procedure herein. An employee who is suspended or terminated may file a grievance at Step 2 of the grievance procedure and may have a conference with a Union Steward or officer for the purpose of completing a grievance form prior to leaving the Employer's premises.

**Section 5.** Records of disciplinary action shall have force and effect according to the following schedule, provided there has been no intervening disciplinary action taken during the same time period:

Verbal or written warnings	18 months
Suspension	24 months

**Section 6.** The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

## **ARTICLE 16 HOURS OF WORK AND OVERTIME**

**Section 1.** This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services; from establishing the work schedules of employees; or establishing part-time positions. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

**Section 2.** The standard workweek for full-time employees covered by the terms of this Agreement shall be forty (40) hours, with seven (7) consecutive days for computation of pay and overtime purposes. Generally, the workweek shall be Monday through Friday. The workweek shall be computed between 12:01 a.m. on Sunday of each calendar week and at 12 o'clock midnight the following Saturday.

**Section 3.** Each employee of the bargaining unit shall be granted a one-half (½) hour unpaid meal period during each regular work shift, which shall be scheduled by the Department Head approximately midway through the shift. Second and third shift employees in the Service Department may eat lunch during their eight (8) hour workday.

**Section 4.** Each employee shall be granted two (2) fifteen (15) minute rest periods with pay, which will be scheduled whenever practical, approximately midpoint in the first half of the employee's regular work shift and approximately

midpoint in the second half of the shift. Rest periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. Rest periods include all time away from actual work and/or the work site. The rest period is intended to be a recess to be preceded and followed by an extended work period and may not be used to cover an employee's late arrival to work or early departure, nor may it be accumulated if not taken. The rest period may not be scheduled immediately before or after the employee's scheduled lunch period.

**Section 5.** From Mid April to Late September two (2) Parks Department employees may work shifts that include Saturday and Sunday. During this time period, one (1) employee's workweek will be Sunday through Thursday and the other employee's workweek will be Tuesday through Saturday. The shift on Saturday and Sunday would normally begin at 7:15 am. Those with AFSCME Local 1313 seniority within the Parks Department would have the first chance at bidding on these alternate workweeks (with a minimum of 30 days notice of interest to supervision). Once an employee is assigned to that workweek, they will keep that workweek for the entire "fair weather" season unless unforeseen circumstances arise or a change is approved by the supervisor and the employee involved. It is the intent of the Department to have coverage within the parks and that each park employee's workweek will stay the same from Mid-April to Late-September.

**Section 6.** When an employee is required by the Employer to work more than forty (40) hours in a workweek as defined in Section 2, above, he/she shall be paid overtime pay for all time worked in excess of forty (40) hours in a week. "Time worked" shall include vacation time, holiday time, compensatory time, but not sick leave. Overtime shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay.

**Section 7.** When overtime work, other than snow removal and weekend work at Gleneagles, is determined to be necessary by the Employer, employees in the effected classification(s) shall be asked first, followed by any other qualified employees in the department. Should an insufficient number of employees volunteer, the Employer may fill the overtime requirement through any means, including requiring employees in the classification(s) affected, in inverse seniority order, to work such overtime as a condition of employment. When work tasks continue past the regular workday and into overtime, the crewmembers, including seasonal and part-time employees, who worked the assignment on regular hours, may complete the project for that workday.

An employee required to work overtime for snow and ice may request that another qualified bargaining unit member from the snow and ice list fill-in for that shift. In the event the fill-in does not appear for the shift, then the employee that was originally required by the employer to work the shift may be subject to discipline.

**Section 8.** The opportunity to work overtime shall be equalized as much as possible in each classification, and department by the use of a rotation list.

**Section 9.** The Parties agree that snow removal overtime and weekend work at Gleneagles shall continue in the manner which existed prior to this agreement. Second and third shift assignments for winter (generally, November through March)

shall also continue to be made in the manner which existed prior to this agreement, and that regular assignments shall be announced a minimum of thirty (30) days in advance of the start of the winter shifts.

**Section 10.** Overtime pay and docking for tardiness shall be calculated to the closest one-quarter (¼) hour.

**Section 11.** Employees may accumulate compensatory time off in lieu of overtime. An employee who wishes to request compensatory time in lieu of overtime pay shall designate this request in writing to the Employer prior to the end of the pay period in which the overtime is worked. Employees may split overtime pay between compensatory time and paid overtime. The employee may designate how many hours of overtime worked will be compensatory time and how many hours will be paid overtime. Compensatory time shall accumulate at the rate of one and one-half (1-1/2) hours per hour of overtime worked. Employees may not accumulate more than one hundred twenty (120) hours of compensatory time. Hours earned over one hundred twenty (120) will be paid. During any time period, the Employer may deny the accumulation of compensatory time for all employees and require employees to take pay for overtime worked, or offer overtime to be paid in compensatory time only. An employee has the right to refuse overtime when only compensatory time is offered as compensation.

**Section 12.** An employee wishing to use compensatory time shall request such time a minimum of two workdays in advance. The two workdays notice may be waived by the supervisor. The use of compensatory time may be denied due to work schedules and insufficient staffing, but otherwise shall not be unreasonably denied.

**Section 13.** Employees may cash in up to forty (40) hours of compensatory time in May and November of each calendar year, pursuant to city procedure.

## **ARTICLE 17 REPORT AND CALL-IN PAY**

**Section 1.** An employee who reports for work on his/her scheduled day and has not been advised not to report due to inclement weather, equipment breakdown, lack of working materials, or other reasons not in the control of the Employer, shall be guaranteed two (2) hours pay.

**Section 2.** Whenever an employee is called to work outside his/her regular work day hours which do not abut his/her regular shift hours, he/she shall be paid a guaranteed minimum two (2) hours pay, at the appropriate rate. If the employee works more than one (1) hour on a call-in which does not abut his/her regular shift hours, he/she shall be guaranteed a minimum of three (3) hours pay at the appropriate rate.

**ARTICLE 18  
SHIFT DIFFERENTIAL**

**Section 1.** Employees who work hours between 5:00 P.M. and 11:00 P.M. shall receive a shift premium of five percent (5%) of their base wage for such hours, regardless of the shift assigned. Employees who are scheduled and who work second shift shall also receive five percent (5%) of their base wage for all hours worked.

**Section 2.** Employees who work hours between 11:00 P.M. and 4:00 A.M. shall receive a shift premium of ten percent (10%) of their base wage for such hours, regardless of the shift assigned. Employees who are scheduled and who work third shift shall also receive ten percent (10%) of their base wage for all hours worked.

**Section 3.** For Service and Parks Department employees who are not assigned to second or third shift snow and ice control, second shift differential will apply between 3:30 P.M. and 11:00 P.M., and third shift differential will apply between 11:00 P.M. and 7:00 A.M.

**Section 4.** For Service Department employees assigned to second or third shift snow and ice control, second shift differential, which is five percent (5%) of the employee's base wage, will apply between 3:00 P.M. and 11:00 P.M. and third shift differential, which is ten percent (10%) of the employee's base wage, will apply between 11:00 P.M. and 7:00 A.M.. Shift differential shall apply to all hours worked.

Shift differential for Glen Eagles employees shall be applied per Article 18, sections 1 and 2.

**ARTICLE 19  
WORKING OUT OF CLASSIFICATION**

**Section 1.** Employees assigned to work in a lower classification shall be paid at their regular rate of pay for the duration of the assignment.

**Section 2.** Employees assigned to work in a higher classification for 20 or more hours in a workweek shall be paid at the higher rate for the entire workweek.

**ARTICLE 20  
WAGES**

**Section 1.** Employees shall be paid at the rate for their classification listed in Appendix A. Employees who are promoted to a higher classification shall be paid at the step which gives them an increase in pay. Employees, who are reduced to a lower classification, either voluntarily or as a result of action by the Employer, shall be paid at the new classification rate, but at the same step as in their previous position.

Effective January 1, 2013 a 3% wage increase

Effective January 1, 2014 a 3% wage increase

Effective January 1, 2015 a 3% wage increase

**Section 2.** Newly hired employees shall be placed at step one, or the step which the Employer determines best represents his/her experience in same or similar positions. Employees shall move to the next highest step on each of their anniversary dates with the Employer, until they reach Step 6.

**Section 3.** In addition to their regular rate of pay, regular full-time employees shall receive a service allowance (longevity) based upon the employee's length of service with the Employer. The service allowance shall be added to the employee's base rate, and compounded for purpose of overtime. Service Allowance shall be adjusted at the next pay period following the employee's anniversary date of employment.

Service Allowance shall be as follows:

Less than 6 years	\$0	13 years	\$.65
6 years	\$.29	14 years	\$.70
7 years	\$.34	15 years	\$.75
8 years	\$.39	16 years	\$.80
9 years	\$.44	17 years	\$.86
10 years	\$.49	18 years	\$.91
11 years	\$.55	19 years	\$.96
12 years	\$.60	20 years	\$1.01

## **ARTICLE 21 INSURED BENEFITS**

**Section 1.** The Employer shall maintain the Health, Life, Dental, Optical, and Prescription Drug coverage and level of benefits currently in effect, however, should the Employer wish to change the coverage, plan design or premium paid, the Employer will provide thirty (30) days notice to the union prior to the change becoming effective, and offer an opportunity to negotiate over the change. Bargaining unit employees shall pay no more in monthly premiums towards their health care coverage (excluding fully paid dental and vision) than the lowest premium paid by any other organized group of employees in the City, including non-union employees.

March 1, 2012 the members will pay 9% of the fully-funded rate for plan A Medical and Prescription coverage; effective March 1, 2013 the members will pay 12% of the fully-funded rate for plan A Medical and Prescription coverage; effective March 1, 2014 the members will pay 14% of the fully-funded rate for plan A Medical and Prescription coverage and effective March 1, 2015 the members will pay 14% of the fully-funded rate for plan A Medical and Prescription coverage.

Additionally, effective March 1, 2012 the members will pay 5% of the fully-funded rate for plan B Medical and Prescription coverage; effective March 1, 2013 the members will pay 8% of the fully-funded rate for plan B Medical and Prescription coverage; effective March 1, 2014 the members will pay 10% of the fully-funded rate for plan B Medical and Prescription coverage and effective March 1, 2015 the members will pay 10% of the fully-funded rate for plan B Medical and Prescription coverage.

**Section 2.** City shall maintain a \$75,000 life insurance policy for all bargaining unit employees.

## **ARTICLE 22 SICK LEAVE**

**Section 1.** Sick Leave is earned by full-time employees at the rate of one and one-fourth (1-1/4) day for each full month of service. Part-time employees earn sick leave at the rate of 4.6 hours for each eighty hours worked. Sick leave does not accrue on overtime. The amount of sick leave time any one employee may accrue is unlimited. Sick leave will be charged in minimum units of one-quarter (1/4) hour.

**Section 2.** Sick leave may be requested for the following reasons:

1. Illness or injury of the employee;
2. Illness or injury of the employee's immediate family where attention by the employee is reasonably necessary;
3. Exposure of the employee to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others;
4. Medical, dental, or optical examinations or treatment of employee, or a member of his/her immediate family where the attendance of the employee is necessary;
5. Disability due to pregnancy, childbirth, and/or related medical conditions;

For purposes of this section, "immediate family" shall mean spouse, father, mother, child, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandparents-in-law, grandchild, son-in-law, daughter-in-law, stepparents, stepson or stepdaughter.

Granting of sick leave shall be at the discretion of the immediate supervisor.

**Section 3.** An employee requesting unexpected sick leave shall inform his/her supervisor of the fact and the reason, a minimum of one-half (1/2) hour before the start of his/her workday or shift, for each day, unless otherwise authorized. Failure to do so may result in denial of sick leave for the period of absence. Employees are to schedule medical appointments during non-work hours and days and/or as close to the start or end of the workday as possible.

**Section 4.** Whenever medical attention is required, the employee shall be required to furnish a statement from a licensed physician or licensed medical practitioner notifying the Employer that the employee was disabled and unable to perform his/her duties during the entire period of absence. In addition, such physician statement shall be required for absences of more than three (3) consecutive workdays due to illness. Upon return to work, the employee must furnish a statement from the health care provider certifying his/her ability to perform the job duties.

**Section 5.** The Employer has the authority to investigate the reasons for an employee's absence. An employee who fraudulently obtains sick leave or falsifies sick leave records is subject to disciplinary action. If the Employer determines that there has been a pattern of abuse of the use of sick leave, he/she may require proof of illness in the form of a physician's statement of disability or other proof satisfactory to the Employer to approve the use of sick leave.

**Section 6.** Sick leave must be requested on the approved sick leave form as soon as the employee returns to work.

## **ARTICLE 23 SICK LEAVE CONVERSION**

**Section 1.** A bargaining unit member who severs employment and retires under an Ohio public employee retirement plan, and who has at least five (5) years of continuous service with the City of Twinsburg shall be entitled to receive a cash payment for his/her unused sick leave. One-half of the sick leave hours to the employee's credit shall be paid at employee's last base straight time hourly rate, to a maximum of one thousand, four hundred forty hours (1,440) hours pay. Such election shall eliminate the employee's entire sick leave balance. Each employee may elect sick leave conversion only once in her/his employment with the City.

**Section 2.** An employee who dies after a minimum of five (5) years service with the City of Twinsburg, shall be considered to have retired on the date of her/his death, and any sick leave conversion benefit shall be paid to her/his spouse. If there is no spouse, payment shall be made equally to any children. If there are no children, payment shall be made to the estate.

## **ARTICLE 24 COMPASSION LEAVE**

**Section 1.** Regular full-time employees are entitled to compassion leave for a death in the immediate family for the purpose of attending the funeral. Employees who do not attend the funeral are not entitled to Compassion Leave. Compassion Leave is not charged to sick leave, and must include the day of the funeral. Leave duration is as follows:

Five (5) Days upon the death of the employee's: Father, Mother, Spouse, Child, step-father, step-mother, step-child.

Three (3) Days upon the death of the employee's: Brother, Sister, Father-in-law, Mother-in-law, Grandparent, Grandchild.

One (1) day upon the death of the employee's: Brother-in-law, Sister-in-law, Daughter-in-law, Son-in-law, Grandparent-in-law.

**Section 2.** Days of Compassion Leave must be consecutive workdays and include the day of the funeral. Where the funeral is on a non-work day, Compassion Leave will be contiguous to the funeral day. The employer may require proof of relationship in the form of a death notice to approve the use of Compassion Leave.

**Section 3.** The Employer may approve up to an additional three (3) days charged to sick leave for good cause shown.

## **ARTICLE 25 VACATION**

**Section 1.** Full-time bargaining unit employees are entitled to receive vacation after the completion of one-year service with the Employer in accordance with the following schedule:

<b>Years of Service</b>	<b>Vacation Days</b>	<b>Accrual Rate/80 Hours</b>
1 year up to 5 years	2 weeks (up to 80 hours)	3.1 hours
5 years up to 10 years	3 weeks (up to 120 hours)	4.6 hours
10 years up to 20 years	4 weeks (up to 160 hours)	6.2 hours
20 years or more	5 weeks (up to 200 hours)	7.7 hours

**Section 2.** No bargaining unit employee will be entitled to vacation leave or payment for vacation until he/she has completed one year of employment with the City. Upon attainment of one-year service with the City, an employee is credited with eighty (80) hours of vacation, and begins to accrue at the indicated rate. Employees are credited with an additional forty (40) hours on attainment of five, ten and twenty years service.

**Section 3.** Length of service for the purpose of calculating vacation will include all prior service with the state of Ohio and any political subdivision of the state.

**Section 4.** The rate of vacation pay shall be the bargaining unit employee's regular straight time hourly rate of pay in effect for the employee's regular job plus any applicable shift differential in effect at the time the vacation is taken.

**Section 5.** Vacation may be taken in minimum increments of four (4) hours. Employees shall submit vacation leave requests to the Employer prior to October 1 for the vacation year December 1 through November 30. Employees in the Service Department must pre-schedule all vacation to be used in the vacation year with the

exception of forty (40) hours. Vacation requests shall be granted based upon seniority and workload. Vacation requests submitted after October 1 will be considered with a minimum of two (2) weeks notice. The two-week's notice may be waived by the supervisor. Denial of a time to schedule vacation or refusal to grant an employee vacation time that has already been scheduled, shall not be done in an arbitrary or capricious manner.

**Section 6.** Employees who work at Gleneagles may take a maximum of one period of five (5) consecutive vacation days in the period April through October.

**Section 7.** A maximum of ten (10) days (80 hours) may be carried over from one anniversary year to the next. On the employee's anniversary date each year, the employee may have no more than eighty (80) hours vacation to his/her credit. Carry-over vacation must be used within three months of the anniversary date. Each employee is responsible to schedule and use vacation. No cash in lieu of vacation will be granted.

**Section 8.** Days specified as holidays in this Agreement shall not be charged to an employee's vacation leave.

**Section 9.** In the case of the death of a bargaining unit employee, the unused vacation leave to his/her credit shall be paid to the deceased employee's spouse and then equally to any children, and then to the estate.

## **ARTICLE 26 HOLIDAYS AND PERSONAL DAYS**

**Section 1.** Regular full-time employees receive eight (8) hours pay on the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

**Section 2.** A regular full-time employee who is required to work on a holiday will be paid at the rate of one and one-half (1½) times his/her regular rate of pay for each hour worked, in addition to his/her holiday pay.

**Section 3.** If a holiday falls on Sunday, it is observed on the following Monday. If a holiday falls on a Saturday, it is observed on the preceding Friday.

**Section 4.** Only employees in active pay status will receive holiday pay. An employee on unpaid leave for any reason on the day before or after a holiday does not receive holiday pay. An employee must work the last regularly scheduled working day before and the first regularly scheduled working day after the holiday, unless the absence has been approved by the Employer. In case of illness, a physician's proof of disability will be required for the absence to be approved.

**Section 5.** Employees who are on vacation or on paid sick leave during a holiday shall not be charged for vacation or sick leave for the holiday, but shall receive holiday pay.

**Section 6.** On January 1 of each year, full-time employees on the active payroll shall be granted two (2) personal days of eight (8) hours each. A newly hired employee who has been hired, but has not yet passed the probationary period as of January 1, shall be credited with two (2) personal days upon passing the probationary period. Personal days may not be carried over from one calendar year to the next, and may not be converted to cash.

**Section 7.** Personal days may be taken in one (1) hour increments by requesting approval of the supervisor for the time off a minimum of two (2) working days in advance. The two (2) working days notice may be waived by the supervisor. Approval will not be unreasonably denied.

## **ARTICLE 27 JOB-RELATED PAID INJURY LEAVE**

**Section 1.** When an Employee sustains an on-the-job injury which qualifies for Worker's Compensation temporary total disability benefits, he/she shall be eligible for a paid leave for the period of time for which he/she is unable to perform the essential functions of his/her job due to the injury, but in no event shall the paid leave exceed ninety (90) working days per injury, or aggravation of such injury. In order to be eligible for paid injury leave, the employee shall have filed for benefits with the Bureau of Worker's Compensation (BWC), and the BWC shall have approved the application for temporary total disability payments. Further, the employee shall have requested the use of such leave within (10) calendar days of the origination of the injury or aggravation of such injury and have signed a waiver assigning to the Employer any temporary total benefits he/she receives for the period he/she receives on-the-job injury benefit from the Employer.

The employee shall seek medical attention from a certified medical professional and notify the employer of their intent to use such leave within 14 calendar days of the occurrence or origination of the injury, or the aggravation of such injury.

**Section 2.** Prior to the determination by the BWC that the injury qualifies for temporary total disability benefits, the employee may draw sick leave, if he/she otherwise qualifies for sick leave benefits. Upon determination by the BWC that the injury is compensable, the Employer shall credit the employee with any sick leave used during the compensable period of the injury, but not to exceed the ninety (90) day limitation per injury. During any such paid leave, employees shall be considered on the active payroll and shall continue to accrue benefits.

**Section 3.** As an alternative to injury pay, the employer may require the employee to be examined by a physician of the Employer's choosing who will determine the limitations the employee may have as a result of the injury. The Employer may then temporarily transfer the employee to any open position within the City for which the employee qualifies, and for which the employee's disability

does not preclude the employee from performing the essential functions of the job. Such temporary transfer shall not exceed the time for which the employee is certified disabled. Transferred employees shall continue to be paid at their regular rate of pay for any temporary transfer.

**Section 4.** Employees may not work in a paid or unpaid capacity outside of the City while on paid injury leave except with the prior written permission of the Mayor. Employees must follow the directives of their physician while on paid injury leave as a condition of continuation of injury leave. In no event shall an employee be permitted to work while on injury leave in a capacity that is inconsistent with his/her medical restrictions.

## **ARTICLE 28 JURY DUTY AND COURT APPEARANCE**

**Section 1.** Employees shall be granted leave with pay when required to serve on a jury during regularly scheduled work hours. Employees are required to return any monies received for jury duty to the City Payroll Office.

**Section 2.** Employees released from jury duty at or before noon shall be required to return to work for the balance of the workday.

**Section 3.** Employees shall lose no straight time pay when subpoenaed to appear in court on behalf of the City.

## **ARTICLE 29 MILITARY LEAVE**

Employees who are members of the Ohio National Guard or of reserve components of the naval, air or ground forces, shall be entitled to a leave of absence from their respective duties in accordance with applicable provisions of State and Federal law. Employees shall receive the difference between their regular pay and their base military pay for a maximum of the number of workdays in one month per year.

The restoration or re-employment of employees from active military service to the City shall be in accordance with applicable provisions of law.

## **ARTICLE 30 UNPAID LEAVES OF ABSENCE**

**Section 1.** Members of the bargaining unit may be granted a leave without pay for personal reason(s) of the employee.

**Section 2.** The authorization of a leave of absence without pay is a matter of discretion of the Mayor upon receiving a recommendation of the Department Head. Authorization shall not be unreasonably denied. The department head, or other designated official, in each individual case will recommend if a leave of absence is to be granted. Such leaves shall not exceed six (6) months.

**Section 3.** Leave must be requested in writing, at least two (2) weeks prior to commencing leave or, in the case of an emergency, within three (3) days of commencing the leave. A written explanation of why the leave is necessary should accompany the request.

**Section 4.** Upon the completion of the leave, every effort will be made to return the employee to the same or similar position as he/she held prior to the leave. However, reinstatement cannot be guaranteed.

**Section 5.** If an employee does not return to work by the expiration of the leave, or does not obtain permission in advance through the Mayor to extend the leave, he/she will be considered to have resigned.

**Section 6.** Unpaid leave of absence may be concurrent with a Family/Medical Leave.

**Section 7.** Employees are not entitled to employer paid benefits during an unpaid leave of absence, but may continue health benefits at the employee's expense in accordance with the Employer's policy.

### **ARTICLE 31 BARGAINING UNIT WORK**

**Section 1.** Work which is exclusively or normally performed by members of the bargaining unit shall not be transferred to non-bargaining unit employees or outside contractors while bargaining unit members are on layoff from the effected classification, or where a bargaining unit member who is on layoff is qualified to perform the work.

**Section 2.** Supervisors shall not be assigned to do bargaining unit work for the sole purpose of avoiding overtime to bargaining unit members, except when no bargaining unit employee is available within a reasonable time

**Section 3.** The Employer shall not contract out work done exclusively by bargaining unit members without first offering to negotiate over the issue with the Union.

### **ARTICLE 32 BULLETIN BOARDS**

**Section 1.** The Employer agrees to provide space for a bulletin board in an agreed upon area of each facility where there is a time clock for use by the Union.

**Section 2.** All Union notices which appear on the bulletin boards shall be signed, posted, and removed by the local Union Steward or his designee. It is understood that no material may be posted on the Union bulletin board at any time which contains political messages, attacks upon elected or appointed officials, or political endorsements.

**Section 3.** No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin board areas designated for use by the Union. Employees are prohibited from wearing union or political buttons, badges or the like during working hours.

### **ARTICLE 33 SAFETY AND HEALTH**

**Section 1.** The Employer and employees shall work together to make reasonable provisions for the safety and health of the employees at various facilities during the hours of employment. All stations, trucks and garages operated by the Employer shall be equipped with adequate first aid equipment, and the employees informed as to whom shall administer first aid. Proper heating, ventilating and sanitary facilities shall be provided by the Employer and kept in good condition by the Employer and employees. Equipment shall be maintained in safe operating conditions at all times by the Employer.

**Section 2.** An employee who becomes injured during working hours and cannot continue working for the remainder of the shift shall be paid for the balance of the shift.

**Section 3.** Employees shall be responsible for following reasonable safety rules and regulations of the Employer, and properly using provided safety gear. Employees shall be responsible for maintaining the cleanliness of the various work areas where work is performed, such as sweeping, proper storage of tools and equipment.

**Section 4.** Complaints involving unsafe equipment or conditions are to be reported to the Department Supervisor. If the Supervisor finds the equipment to be unsafe he will "red tag" the unsafe equipment. Employees shall not operate unsafe equipment until proper repairs are completed.

**Section 5.** Should unsafe conditions or equipment not be addressed by the City after being reported to the appropriate supervisor, the issue may be brought to a Labor/Management meeting. If the issue is not resolved at a Labor/Management meeting, employees or the Union may file a grievance.

**Section 6.** The Employer shall make a reasonable effort to comply with federal, state and local safety and health laws, rules and regulations.

### **ARTICLE 34 MISCELLANEOUS**

**Section 1.** Employees shall receive a boot allowance of two hundred twenty-five dollars (\$225) per year for the purchase of steel toe shoes/work boots payable in January. Employees must wear steel toe safety shoes while at work.

**Section 2.** The Employer shall provide uniforms, foul weather gear and outerwear as required. Employees shall wear employer provided clothing while working on behalf of the City. Provided uniforms (except shoes) are property of

the Employer and employees shall not wear Employer provided clothing except on official city business, and to and from work.

**Section 3.** Employees who are required by the Employer to maintain a specialty trade license, shall be reimbursed for the cost of renewal of the license, and a reasonable amount for any continuing education which is required to maintain such license.

**Section 4.** Employees who are required to maintain a Commercial Driver's License (CDL) as a condition of employment shall be reimbursed the difference between the fee for renewal of the CDL and a regular operator's permit.

**Section 5.** Employees shall be reimbursed for reasonable and necessary expenses incurred on behalf of the Employer upon approval of the supervisor and the Finance Department. Mileage shall be reimbursed at the maximum rate permitted by the Internal Revenue Service.

**Section 6.** Employees in the bargaining unit shall be granted an individual membership to the City's Fitness Center at no cost to the employee.

#### **ARTICLE 35 WAIVER IN CASE OF EMERGENCY**

**Section 1.** In the case of an emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor of the City of Twinsburg, the Federal or State legislature, such as acts of God and civil disorder, the following conditions of this Agreement shall automatically be suspended:

1. Time limits for Management or the Union's replies on grievances;
2. All work rules and/or agreements and practices relating to the assignment of all employees.

**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 of the Agreement and shall proceed from the point in the Grievance Procedure to which they (the grievance[s]) had properly progressed.

#### **ARTICLE 36 SEVERABILITY**

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by Federal law outside the terms and provisions of this Agreement, or by any court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby. In the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the Union will meet promptly for the purpose of negotiating a mutually satisfactory replacement for such provisions.

**ARTICLE 37  
SUCCESSOR**

This agreement shall be binding upon the successors and assigns of the parties hereto.

**ARTICLE 38  
DURATION OF AGREEMENT**

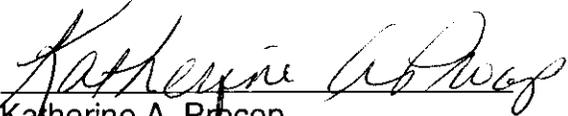
**Section 1.** This Agreement shall be effective as of the 1st day of April 2013, and shall continue in full force and effect until midnight, March 31, 2016.

**Section 2.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and all prior Agreements, either oral or written, are hereby canceled. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the rights, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

Approved by the Council of the City of Twinsburg on \_\_\_\_\_, 2013.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2013

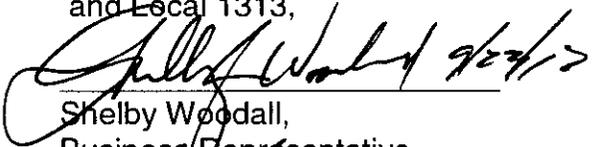
For the City of Twinsburg,

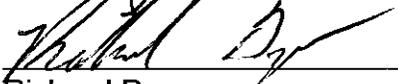
  
Katherine A. Procop,  
Mayor

  
Clayton D. Morris,  
Director of Human Resources

\_\_\_\_\_  
Christopher Campbell,  
Director of Public Works

For AFSCME, Ohio Council 8,  
and Local 1313,

  
Shelby Woodall,  
Business Representative.

  
Richard Depew,  
President

  
Ross Shaw,  
Vice President

**APPENDIX A**

**AFSCME SERVICE WAGE SCHEDULE**

	<b>2013</b>		<b>3%</b>			
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Building Maintenance Coord	\$25.42	\$26.74	\$27.19	\$28.05	\$29.57	\$29.92
Chief Mechanic	\$25.42	\$26.74	\$27.19	\$28.05	\$29.57	\$29.92
Electrical Tech	\$25.35	\$26.24	\$27.16	\$28.10	\$29.09	\$29.79
Mechanic	\$24.92	\$25.83	\$26.63	\$27.47	\$28.25	\$29.26
Maintenance Coord.	\$24.44	\$25.19	\$25.96	\$26.74	\$27.57	\$28.43
Trades Craftsperson	\$24.28	\$25.04	\$25.98	\$26.81	\$27.70	\$28.69
Equipment Operator	\$23.62	\$24.35	\$25.08	\$25.83	\$26.63	\$27.47
Maintenance Person II	\$22.26	\$23.08	\$23.66	\$24.35	\$25.08	\$25.83
Maintenance Person I	\$17.37	\$17.84	\$18.31	\$18.79	\$19.25	\$19.71
Small Eng Mechanic	\$20.61	\$21.18	\$21.79	\$22.38	\$23.02	\$23.68
Asst Golf Super	\$19.87	\$20.44	\$20.99	\$21.59	\$22.21	\$22.81
Gardener	\$16.23	\$16.69	\$17.14	\$17.62	\$18.10	\$18.62
Groundswoker II	\$16.23	\$16.69	\$17.14	\$17.62	\$18.10	\$18.62
Groundswoker I	\$13.43	\$13.78	\$14.16	\$14.53	\$14.94	\$15.35

	<b>2014</b>		<b>3%</b>			
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Building Maintenance Coord	\$26.18	\$27.54	\$28.01	\$28.89	\$30.46	\$30.82
Chief Mechanic	\$26.18	\$27.54	\$28.01	\$28.89	\$30.46	\$30.82
Electrical Tech	\$26.11	\$27.03	\$27.98	\$28.94	\$29.96	\$30.68
Mechanic	\$25.66	\$26.61	\$27.42	\$28.29	\$29.10	\$30.14
Maintenance Coord.	\$25.18	\$25.95	\$26.73	\$27.54	\$28.40	\$29.28
Trades Craftsperson	\$25.01	\$25.79	\$26.76	\$27.62	\$28.53	\$29.55
Equipment Operator	\$24.33	\$25.08	\$25.83	\$26.61	\$27.42	\$28.29
Maintenance Person II	\$22.93	\$23.77	\$24.37	\$25.08	\$25.83	\$26.61
Maintenance Person I	\$17.89	\$18.37	\$18.86	\$19.35	\$19.83	\$20.31
Small Eng Mechanic	\$21.23	\$21.81	\$22.45	\$23.05	\$23.71	\$24.39
Asst Golf Super	\$20.46	\$21.05	\$21.62	\$22.24	\$22.87	\$23.50
Gardener	\$16.72	\$17.19	\$17.65	\$18.15	\$18.64	\$19.18
Groundswoker II	\$16.72	\$17.19	\$17.65	\$18.15	\$18.64	\$19.18
Groundswoker I	\$13.83	\$14.19	\$14.59	\$14.97	\$15.38	\$15.81

	<b>2015 3%</b>					
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Building Maintenance Coord	\$26.97	\$28.37	\$28.85	\$29.75	\$31.37	\$31.74
Chief Mechanic	\$26.97	\$28.37	\$28.85	\$29.75	\$31.37	\$31.74
Electrical Tech	\$26.89	\$27.84	\$28.82	\$29.81	\$30.86	\$31.60
Mechanic	\$26.43	\$27.41	\$28.25	\$29.14	\$29.97	\$31.04
Maintenance Coord.	\$25.93	\$26.73	\$27.54	\$28.37	\$29.25	\$30.16
Trades Craftsperson	\$25.76	\$26.56	\$27.56	\$28.44	\$29.38	\$30.43
Equipment Operator	\$25.06	\$25.83	\$26.61	\$27.41	\$28.25	\$29.14
Maintenance Person II	\$23.61	\$24.49	\$25.10	\$25.83	\$26.61	\$27.41
Maintenance Person I	\$18.42	\$18.93	\$19.43	\$19.93	\$20.42	\$20.91
Small Eng Mechanic	\$21.87	\$22.47	\$23.12	\$23.74	\$24.42	\$25.12
Asst Golf Super	\$21.08	\$21.68	\$22.27	\$22.90	\$23.56	\$24.20
Gardener	\$17.22	\$17.70	\$18.18	\$18.70	\$19.20	\$19.76
Groundswoker II	\$17.22	\$17.70	\$18.18	\$18.70	\$19.20	\$19.76
Groundswoker I	\$14.25	\$14.62	\$15.02	\$15.42	\$15.84	\$16.28

APPENDIX B



City of Twinsburg

# GRIEVANCE FORM



CITY OF TWINSBURG – AFSCME LOCAL 1313

Date: \_\_\_\_\_ Grievance #: \_\_\_\_\_

Grievant(s) Name: \_\_\_\_\_

Classification: \_\_\_\_\_ Supervisor \_\_\_\_\_

Steward Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Contract article(s) allegedly violated: \_\_\_\_\_

GRIEVANCE TYPE: Issue \_\_\_ Discipline \_\_\_ Removal \_\_\_

The grievance procedure is a formal mechanism intended to ensure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered and that appropriate action is taken to correct a particular situation. An employee having a grievance will first bring that complaint verbally, within five (5) working days of the incident giving rise to the grievance or the employee's knowledge of the incident, to the attention of the Superintendent.

Statement of Facts: (who, what, where, when?)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Remedy Sought:

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Grievant or Union Representative)

**Step 1: Supervisor**

Date received: \_\_\_\_\_

Date discussed: \_\_\_\_\_

Date response: \_\_\_\_\_

Response by Supervisors:  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Supervisor)

Discuss, within five (5) working days of receipt of a written grievance.  
Deliver written response within five (5) working days of the meeting.  
If not resolved pursue Step 2 within five (5) working days.

**Step 2: Superintendent (Service Workers)**

Date received: \_\_\_\_\_

Date discussed: \_\_\_\_\_

Date response: \_\_\_\_\_

Response by Superintendent:  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Superintendent)

Discuss, within five (5) working days of receipt of a written grievance.  
Deliver written response within five (5) working days of the meeting.  
If not resolved pursue Step 3 within five (5) working days.

**Step 3: Department Head**

Date received: \_\_\_\_\_

Date discussed: \_\_\_\_\_

Date response: \_\_\_\_\_

Response by Department Head:  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Department Head)

Discuss, within five (5) working days of receipt of a written grievance.  
Deliver written response within five (5) working days of the meeting.  
If not resolved pursue Step 4 within five (5) working days.

**Step 4: Mayor or Designee**

Date received: \_\_\_\_\_

Date discussed: \_\_\_\_\_

Date response: \_\_\_\_\_

Response by Human Resources Director:  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Mayor)

Discuss, within five (5) working days of receipt of a written grievance.  
Deliver written response within five (5) working days of the meeting.  
If not resolved pursue Arbitration within ten (10) days.

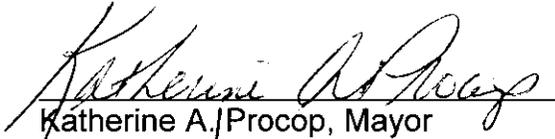
**APPENDIX C**  
**Addendum**

The parties agree that the control program effective January 1, 2002, will be modified to:

- A. Clarify that consecutive days of absence will be counted as one occurrence.
- B. That automatic termination after three consecutive days of no-call, no show will be reviewable by the employer under circumstances where failure to notify the employer was not possible, and not the fault of the employee.

Signed this 10<sup>th</sup> day of October, 2007

For the City of Twinsburg,

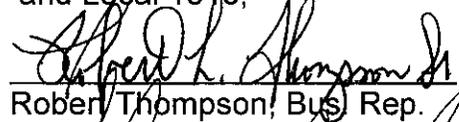


Katherine A. Procop, Mayor

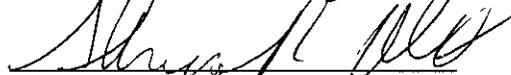


Clayton D. Morris, HR Director

For AFSCME, Ohio Council 8,  
and Local 1313,



Robert Thompson, Bus. Rep.



Tom Aleck, President

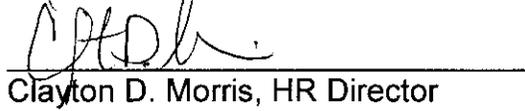
**APPENDIX D**  
**Addendum**

The parties agree that the City and the Beautification Commission may continue to utilize volunteers to assist with parks, gardens and municipal building landscaping to the extent that they have prior to the creation of the Gardener position.

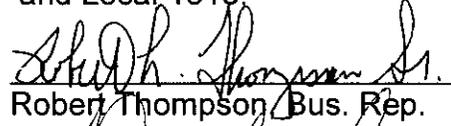
Signed this 10<sup>th</sup> day of October, 2007

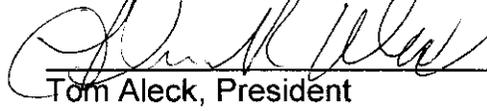
For the City of Twinsburg,

  
Katherine A. Procop, Mayor

  
Clayton D. Morris, HR Director

For AFSCME, Ohio Council 8,  
and Local 1313

  
Robert Thompson, Bus. Rep.

  
Tom Aleck, President