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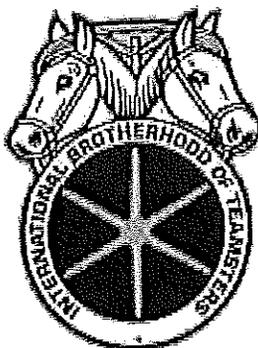
BETWEEN

City of Twinsburg



and

**INTERNATIONAL BROTHERHOOD
OF TEAMSTERS
LOCAL 436**



2014 - 2017

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PREAMBLE

THIS AGREEMENT is entered into between the City of Twinsburg (the "City" or the "Employer") and the International Brotherhood of Teamsters, Local 436 (the "Union"). The parties hereto agree as follows:

ARTICLE 1 RECOGNITION

Section 1. Bargaining Unit Definition. The City recognizes the Union as the sole and exclusive representative the purpose of negotiating wages, hours and other terms and conditions of employment for the Bargaining Unit described as follows:

Included: All employees in the Wastewater Treatment Department, including: Lab Technician, Sewer Maintenance Worker, Maintenance Coordinator, Industrial Pretreatment Coordinator, Maintenance Mechanic, Plant Operator, Lab Coordinator, Sewer Maintenance Coordinator, Plant Attendant.

Excluded: All management level, supervisory and confidential employees, seasonal and casual employees as defined by the State Employment Relations Board, professional employees, all other employees.

Section 2. New Classifications. Should the City establish new classifications in the Wastewater Treatment Department during the term of this Agreement, the Union and the Employer shall meet within ten (10) days of the establishment thereof to discuss whether such classifications are appropriately within the Bargaining Unit. Should the parties not come to agreement 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 on 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(s). Should the parties not agree on such wage rates, the Union may file a grievance at Step 3 of the Grievance Procedure.

Section 3. Authorized Representatives. 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 2 UNION REPRESENTATION

Section 1. Employee Representation. The Employer agrees to admit up to two Union 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 notice to the Employer. Additional Representatives may be admitted to the facilities with the Employer's prior approval.

Section 2. Union Steward. The Employer shall recognize two (2) Stewards and one (1) alternate Steward for 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 because of meetings with the Employer or its agents.

Section 3. Official Union Roster of Representatives. The Union shall provide to the Employer an official roster of its representatives, which shall include officers, Stewards and alternates who have authority to act on behalf of the Union. The Union shall keep the official roster current at all times. The Employer shall recognize no employee as a Union Representative until the Union has presented the Employer with written notification of that person's selection.

Section 4. Investigation and Writing of Grievances. Stewards shall investigate and write grievances on non-work time. 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 the Employer 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. No Disruption of Work. The Union agrees that none of its officials, employee or non-employee, shall interfere, interrupt or disrupt the normal work duties of other employees. The Union further agrees to refrain from conducting Union business during working hours except to the extent authorized herein.

Section 6. Use of the Employer's Facilities. Upon formal application to the Employer, and pending the availability of such facilities, the Employer shall grant permission to the Union, at no cost, to use certain of its designated facilities during non-work time to conduct meetings. Should the Union use the Employer's facilities for such purpose, the Union must leave the facilities in the condition found prior to use and must 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 its facilities.

ARTICLE 3 MANAGEMENT RIGHTS

Section 1. Function of the Employer. 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 that 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 for 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.

Section 2. Inherent Rights. 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 4 NO STRIKE/NO LOCKOUT

Section 1. No Interruption of Work. The parties to this Agreement understand and agree that the services performed by the employees covered by this Agreement are essential to the public health, safety and welfare. The Union agrees that, during the term of this Agreement or any extensions thereof, there shall be no interruption of work for any cause whatsoever, nor shall there be any work slowdown or other interference with these services.

Section 2. No Lockout. The Employer agrees that neither it, nor its officers, agents, nor 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. No Strike. The Union agrees that neither it, nor 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 that interrupt the operations or services of the Employer by its members during the term of this Agreement or any extensions thereof. 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 5 CHECK OFF

Section 1. The Employer and the Union agree that membership in the Union is available after thirty-one (31) days to all bargaining unit employees certified by the State Employment Relations Board who are covered by this Agreement and any other classification of employees legally added to the bargaining unit.

Section 2. During the term of this Agreement, the Employer shall deduct regular monthly Union dues from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. The dues deductions shall be made automatically from the first paycheck of each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next paycheck, providing the employee's check is sufficient to cover the deduction. The Employer agrees to deduct initiation fees, re-initiation fees and entry fees as are regularly assessed by the Union in accordance with the Constitution and Bylaws of the Union. The Employer shall be free from any liability for any amounts so collected and remitted to the Union. The Union agrees to assume all liabilities with respect to such deductions.

Section 3. The Employer agrees to supply the Union with a list of those employees for whom dues deductions have been made.

Section 4. A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within fifteen (15) days from the date of making said deductions.

Section 5. Any employee who is not a member of the Union and who does not make application for membership within thirty-one (31) days following the ratification of this Agreement shall, as a condition of employment, pay to the Union, through automatic payroll deduction, a fair share fee. Any future employee, after thirty-one (31) days, shall as a condition of employment pay to the Union, through automatic payroll deduction, a fair share fee.

Section 6. Fair share fees shall be deducted and remitted at the same time as dues. The deduction of the fair share fee is automatic and does not require authorization by the employee. The fair share fee is that amount, set by the Union, as equal to Union dues.

Section 7. The Union and Employer agree that the sole obligation of the Employer is to deduct and transmit to the Union, such dues and fees as determined by the Union. The Union indemnifies the Employer, and holds it harmless for any claim or action by an employee as a result of deduction of Union dues and/or fees.

Section 8. The Employer shall have the sole discretion to discharge newly hired probationary employees and any such action shall not be appealable through the grievance or arbitration procedure in this Agreement, any civil service procedure, or through any other legal forum.

ARTICLE 6 RULES AND REGULATIONS

Section 1. Work Rules and Regulations. To carry out its statutory mandates and goals, the Employer 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. Posting of Work Rules and Regulations. Copies of the Employer's 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 that ten (10) day period, the Union may request a meeting to discuss the effect of the work rule, policy, or amendment. The parties agree that work rules regarding health and safety or work procedures are not subject to a ten (10) day posting period.

Section 3. Grieving Work Rules and Regulations. 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 of any work rule, regulation, policy or procedure, or the application thereof. Grievances alleging violation of this Article may be filed at Step 2 of the grievance process.

ARTICLE 7 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. New hire probationary terminations or reductions are not subject to the grievance procedure.

ARTICLE 8 SENIORITY

Section 1. Computation of Seniority. Seniority shall be computed based on full-time continuous service in the Bargaining Unit. Once service is broken, the employee loses all previously accumulated seniority.

Section 2. Break in Continuous Service. An approved injury, illness or leave of absence does not constitute a break in continuous service, provided that 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 contained in this Agreement.

Section 3. Retention of Seniority. A Bargaining Unit employee who is voluntarily promoted or transferred to a job outside of the Bargaining Unit shall retain, but shall not accrue additional seniority as is provided in this Agreement for six (6) months outside the unit, and shall then lose all seniority. An employee who returns to the Unit after successfully serving six (6) months in another City position shall come into the Unit with no seniority.

An employee hired directly into a job outside the Bargaining Unit and/or an incumbent employee who is in a position 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. Loss of Seniority Rights. An employee shall lose all seniority rights for any of the following reasons:

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

Section 5. Seniority List. Seniority as of the date of execution of this agreement shall be the date each employee in the Bargaining Unit started full-time employment with the City of Twinsburg. The Employer shall post a seniority list within thirty (30) days after the execution of this Agreement and once every twelve (12) months thereafter on the Departmental bulletin board showing date of service, classification, and rate of pay. One copy of the seniority list shall be forwarded to the Local Union Steward. Once the seniority list is posted, employees and the Union shall have thirty (30) calendar days in which to submit a written challenge the information contained therein. Corrections shall be made when it is proved that any employee is placed in the wrong position on the list. Any information that is not altered as result of such a challenge shall be considered final.

ARTICLE 9 VACANCIES AND PROMOTION

Section 1. Whenever the Employer determines that a permanent vacancy exists, notice of such vacancy shall be posted on the Department bulletin board for a period of five (5) work days. During the posting period, anyone in the Bargaining Unit wishing to apply for the vacant position shall do so by submitting an Internal Application Form to Human Resources. 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.

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 its 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 that 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 the same rate of pay, the employee shall be placed in the

pay grade that results in no change to his/her regular rate of pay.

Section 3. The Employer shall review all timely-filed applications and shall consider the following criteria: relative ability, education, license, previous job performance, applicable test results 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. Where no applicant is determined qualified, the Employer may fill the position in any manner. Should a position require a license, applicants must hold the license to receive consideration.

Section 4. Once the Employer selects an applicant for a vacancy, it will notify all Bargaining Unit applicants and the Union of the selection.

ARTICLE 10 PERSONNEL FILES & RECORDS

Section 1. Employee Access to Personnel Files. 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 Employer's Human Resources Department in accordance with the procedures established in the Employer's Personnel and Policies Manual.

ARTICLE 11 GRIEVANCE PROCEDURE

Section 1. Purpose. 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.

Section 2. Definition of Grievance. 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. Who May Bring A Grievance. A grievance under this Article 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. Filing of Grievances. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. A grievance may be filed at the step where the decision by management being grieved has been made.

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

Section 5. Content of Written Grievance. 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 Articles and/or 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. Extension of Time. 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. Procedural Steps. Each grievance shall be processed in the following manner:

INFORMAL STEP

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

STEP 1 - SUPERINTENDENT

The Superintendent, within five (5) working days of receipt of a written grievance, shall schedule a formal meeting with 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 Superintendent's written response, the employee may, within five (5) working days, pursue the grievance to Step 2 of the procedure.

STEP 2 – PUBLIC WORKS DIRECTOR

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

STEP 3 - HUMAN RESOURCES DIRECTOR

Within five (5) working days of receipt of a written grievance, the Employer's Human Resources Director, or his/her designated representative, 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/her written response to the grievance.

STEP 4 - ARBITRATION

If the grievance is not satisfactorily settled in Step 3, the Union may submit the grievance to Final and Binding Arbitration by submitting a written notice to the Employer within ten (10) days of the date of the Step 3 answer, and a request to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) local arbitrators within thirty (30) days of the date of the date of notice to the Employer. The Union shall deliver a copy of the FMCS request to the Employer. The fees for obtaining the list shall be paid by the Union. Should the grievance not be referred to arbitration within the time limits prescribed, it shall be considered resolved based on the Step 3 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. Either party shall have the option of rejecting the list of names provided by the FMCS and requesting another list. In such event, the party rejecting the list shall pay for the subsequent 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. The parties shall 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. 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/her decision within a reasonable time thereafter. The Arbitrator shall limit his/her 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 have no 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/her 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 that are not directly essential in reaching a decision on the issues in question.

The Arbitrator shall have no 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 that the grievance was presented to the Employer in Step 1 of the grievance procedure.

The Arbitrator's decision 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. 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. Employee Representation. A grievant may have one employee Union Steward or other employee Union Representative accompany him/her at Steps 1 through 3 of the procedure. A grievant may have one employee Union Steward in addition to any non-employee Union representative accompany him/her at Steps 4 and 5 of the grievance procedure. Employee representatives, witnesses and grievants 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. Union Presence. Where an employee does not elect to be represented by the Union at any step of the grievance procedure, excluding Step 4, 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 4 of the procedure.

ARTICLE 12 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 on 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 the reasons therefore at least fourteen (14) calendar days prior to the effective date of layoff. The notice shall advise the employee of bumping rights. The Union Steward shall be copied on all layoff notices served on any employee.

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 of such notice in which to use his/her seniority to exercise his/her right to bump an employee with less seniority in a lower rated Bargaining Unit classification, provided the more senior employee possesses the license, 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, licensure 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. The Employer shall create and maintain a recall list of laid off employees for each classification. The Employer shall recall employees from layoff within each classification as needed, 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. If an employee refuses recall to a Bargaining Unit classification other than that from which he/she 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 the lesser of (i) twenty-four (24) months, or (ii) their seniority at the time of layoff. The Employer shall forward to the Union Representative copies 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 so specified. 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. Should such illness or injury preclude 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.

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 13 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 timely, 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 or terminated for disciplinary reasons, the Employer will hold an informal hearing. The Employer shall notify the employee and the Union Steward in writing of the charges against the employee, the form of discipline to be imposed, and the date and time of the hearing. Such notice shall be sent within a reasonable time of the Employer having assembled the facts in the case.

The employee may be accompanied by a Union Steward and/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 against him/her 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 to complete 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 14 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 15 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.

Section 3. Shifts are as follows:

First Shift:	7:00 a.m. to 3:30 p.m.
Second Shift:	3:00 p.m. to 11:00 p.m.
Third Shift:	11:00 p.m. to 7:00 a.m.

Employees on the first shift shall be entitled to one-half (1/2) hour unpaid lunch break. Employees working the second and third shifts are entitled to a 30 minute paid lunch break, but may not leave the premises during the break. Second and third shift employees shall be deemed "on duty" during their lunch break and are required to return to work when conditions require.

Section 4. When the Employer requires an employee to work more than forty (40) hours in a work week, the employee shall be paid overtime at the rate of time and one half. "Time worked" shall include Vacation time, Holiday Time and Compensatory Time, Jury Duty, Compassion Leave, but shall not include Sick Leave or on the job Injury Pay.

Section 5. When the Employer determines that overtime work is necessary, 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 affected classification(s), in inverse seniority order, to work such overtime as a condition of employment.

Section 6. Overtime pay and docking for tardiness shall be calculated to the closest one-quarter (1/4) hour.

Section 7. 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. Compensatory time shall accumulate at the rate of one and one-half (1 ½) hours per hour of overtime worked. Employees may no accumulate more than eighty (80) hours of compensatory time. Hours earned over eighty (80) will be paid. During any time period, the Employer may deny the accumulation of compensatory time for all employees and may required 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 alone is offered as compensation.

Section 8. An employee wishing to use compensatory time shall request such time a minimum of two (2) workdays in advance. The two (2) workdays' notice may be waived by the employee's supervisor. The use of compensatory time may be denied due to work schedules and insufficient staffing.

Section 9. 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.

ARTICLE 16 REPORT AND CALL-IN PAY

Section 1. Reporting Pay. 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 Employer's control, shall be guaranteed three (3) hours pay.

Section 2. Call-In Pay. Whenever an employee is called to work outside his/her regular work day hours that do not abut his/her regular shift hours, he/she shall be paid a guaranteed minimum three (3) hours pay, at the appropriate rate.

ARTICLE 17 SHIFT DIFFERENTIAL

Section 1. Shift Differential – Second Shift. Employees who are assigned to work second shift shall receive five percent (5%) of their base wage for all hours worked.

Section 2. Shift Differential – Third Shift. Employees who are assigned to work third shift shall also receive ten percent (10%) of their base wage for all hours worked.

Section 3. Shift Differential – First Shift. Employees who are assigned to work first shift and work three (3) hours or more on second shift shall receive five percent (5%) of their base wage for all hours worked on second shift. Employees who are assigned to work first shift and work three (3) hours or more on third shift shall receive ten percent (10%) of their base wage for all hours worked on third shift.

ARTICLE 18 WORKING OUT OF CLASSIFICATION

Section 1. Lower Classification. 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. Higher Classification. 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 19
WAGES**

Section 1. Step Advancement. 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 that gives them an increase in pay. Employees who are reduced to a lower classification shall be paid at the new classification rate, but at the same step as in their previous position.

Section 2. New Hires. Newly-hired employees shall be placed at step one, or the step that 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. Service Allowance (Longevity Pay). In addition to their regular rate of pay, regular full-time employees shall receive a service allowance (longevity) based on the employee's length of service with the Employer. The service allowance shall be added to the employee's base rate and compounded for the purposes 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	.00	10 yrs.	.49	15 yrs.	.75
6 years	.26	11 yrs.	.55	16 yrs.	.80
7 yrs.	.34	12 yrs.	.60	17 yrs.	.86
8 yrs	.39	13 yrs.	.65	18 yrs.	.91
9 yrs.	.44	14 yrs.	.70	19 yrs.	.96
				20 yrs.	1.01

**ARTICLE 20
INSURED BENEFITS**

The Employer shall maintain the Health, Life, Dental, Optical, Prescription Drug coverage at the level of non-bargaining unit employees of the City, 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.

**ARTICLE 21
VACATION**

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

Years of Service	Vacation Days	Accrual Rate/80 Hours
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. 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. Vacation may only be cancelled by the employer in an emergency or for unforeseen operational needs, but shall not be done in an arbitrary or capricious manner.

Section 6. 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 7. Days specified as holidays in this Agreement shall not be charged to an employee's vacation leave.

Section 8. 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 22 HOLIDAYS

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

New Year's Day

Martin Luther King Day

President's Day
Good Friday
Memorial Day
Independence Day
Labor Day

Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

Section 2. Regular full-time Bargaining Unit employees who are required to work on a holiday will be paid at the rate of one and one-half (1 ½) times their regular rate of pay for each hour worked, in addition to holiday pay.

Section 3. Notwithstanding the City's ordinances and/or personnel policies, the bargaining unit shall observe the holiday on the actual calendar day on which the holiday falls, rather than on the "legal holiday".

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. In lieu of holiday pay as outlined in Section 1 of this article, employees working on a holiday may elect to forgo payment of eight (8) hours of holiday pay and take a subsequent day off with eight (8) hours pay. This option may be selected for up to six (6) holidays per year, per employee. Time off pursuant to this Section is subject to the approval of the Supervisor.

ARTICLE 23 PERSONAL DAYS

Section 1. 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 2. 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 24 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, step parents, stepson or stepdaughter.

Granting of sick leave shall be at the discretion of the immediate supervisor. The Employer shall not unreasonably deny sick leave.

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 can show 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, prescription 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 25 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 26 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 27 JURY DUTY AND COURT APPEARANCE

Section 1. Employees shall be granted leave with pay when required to serve on a jury. Employees are not required to turn in jury duty stipend to the City, but may keep the stipend as reimbursement for mileage, meals, etc.

Section 2. First, second and third shift employees shall not be required to report for work on days they serve a full day on jury duty. First shift employees released from jury duty at or before noon shall be required to return to work for the balance of the work day. Second and Third shift employees who are released from jury duty before noon shall be required to report for their shift for that workday.

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

ARTICLE 28 COMPASSION LEAVE

Section 1. Regular full-time bargaining unit employees are entitled to four (4) days 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. For purposes of this article, immediate family is defined as the employee's:
parent, spouse, child, step-parent, step-child, brother, sister, parent-in-law, grandparent, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, and grandparent-in-law.

Section 2. Days of Compassion Leave must be consecutive work days and must 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 29 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 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.

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 30 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 Superintendent. If the Superintendent 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 at step three (3) of the grievance procedure.

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

ARTICLE 31 MILITARY LEAVE

Section 1. 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.

Section 2. The restoration or re-employment of employees from active military service to the City shall be in accordance with applicable provisions of law.

ARTICLE 32 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, or in emergencies.

ARTICLE 33 BULLETIN BOARDS

Section 1. The Employer agrees to provide space for a Union bulletin board in the WWTP facility.

Section 2. All Union notices which appear on the bulletin boards shall be posted and removed by the 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 34 REIMBURSEMENT OF EXPENSES, SAFETY SHOES

Section 1. The Employer shall reimburse employees for up to two hundred twenty-five dollars (\$225) per year for steel toe shoes/work boots upon presentation of receipts. Employees must wear steel toe safety shoes while at work.

Section 2. 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 3. Employees who are required to maintain a license, other than a CDL, as a condition of employment shall be reimbursed for renewal of such license.

Section 4. 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.

ARTICLE 35 CONDITIONS OF EMPLOYMENT

Section 1. Commercial Driver's License (CDL). The following classifications in the bargaining unit shall be required to have a valid Class B CDL as a condition of employment with the Employer:

Lab Technician, Operator, Sewer Maintenance Worker, Maintenance Coordinator, Maintenance Mechanic, Plant Operator, Plant Attendant, Sewer Maintenance Coordinator.

An employee who loses or who allows or causes the expiration of his/her CDL through negligence or neglect shall be subject to disciplinary action, up to and including dismissal, as set forth in this Agreement.

Section 2. Wastewater Treatment License. Bargaining unit employees who hold classifications in which they are required to have and maintain a valid license, must do so as a condition of their employment with the City. Bargaining unit employees are responsible for obtaining all necessary contact hours associated with maintaining the wastewater treatment licensure. If any bargaining unit employee loses his/her license, or if that license expires or otherwise becomes invalid, the Employer shall place that employee in an appropriate, unlicensed position. The employee will have one year from the date of expiration of his/her license to renew the license. Failure to renew within the one year period shall be grounds for dismissal. An employee who repeatedly loses, allows or causes the expiration or invalidity of his/her required license shall be subject to disciplinary action, up to and including dismissal, as set forth in this Agreement.

Section 3. Safety Sensitive Employees. All bargaining unit employees shall be deemed to be "safety sensitive" employees and shall be subject to the Employer's random drug testing policy.

ARTICLE 36 WAIVER IN CASE OF EMERGENCY

Section 1. Emergencies. 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 37
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 provision.

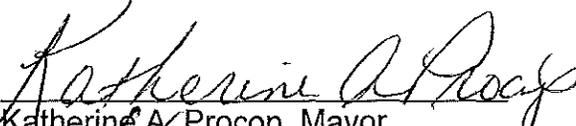
**ARTICLE 38
DURATION OF AGREEMENT**

Section 1. Duration. This Agreement shall be effective as of the 1st day of April 2014, and shall continue in full force and effect, along with any Amendments made and annexed hereto, until midnight, March 31, 2017.

Section 2. Entire Agreement; Waiver. The parties acknowledge that during the negotiations that 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 superseded, canceled, and rendered void. For the life of this Agreement, the Employer and the Union each voluntarily and unequivocally waive the rights to bargain, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject referred to or covered in this Agreement or with respect to any subject not specifically referred to or covered in this Agreement, even though such subjects may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

Signed this 2 day of JULY, 2014:

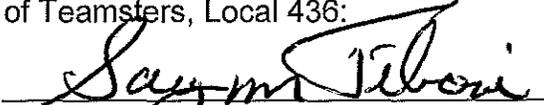
For the City of Twinsburg:

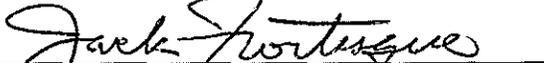

Katherine A. Procop, Mayor

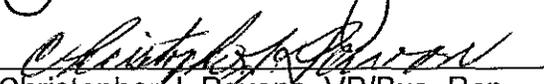

Kolette Woloszynek, HR Director


Christopher Campbell, Public Works Dir.

For the International Brotherhood
of Teamsters, Local 436:


Gary M. Tiboni, President


Jack Fortesque, Secretary/Treasurer


Christopher J. Pavone, VP/Bus. Rep.

APPENDIX A
WAGES

3% Increase for April 1, 2014 - March 31, 2015						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Laboratory Coord.	\$26.77	\$27.58	\$28.42	\$29.31	\$30.25	\$31.70
Ind.Pretreat Coord.	\$26.77	\$27.58	\$28.42	\$29.31	\$30.25	\$31.70
Maintenance Coordinator	\$26.77	\$27.58	\$28.42	\$29.31	\$30.25	\$31.70
Sewer Mtce. Coord.	\$26.77	\$27.58	\$28.42	\$29.31	\$30.25	\$31.70
Operator	\$25.17	\$26.09	\$26.89	\$27.75	\$28.63	\$30.15
Laboratory Technician II	\$25.17	\$26.09	\$26.89	\$27.75	\$28.63	\$30.15
Maintenance Mechanic II	\$25.17	\$26.09	\$26.89	\$27.75	\$28.63	\$30.15
Maintenance Mechanic I	\$23.76	\$24.59	\$25.33	\$26.09	\$26.89	\$28.29
Sewer Mtce. Worker	\$23.76	\$24.59	\$25.33	\$26.09	\$26.89	\$28.29
Laboratory Technician I	\$23.76	\$24.59	\$25.33	\$26.09	\$26.89	\$28.29
Plant Attendant	\$22.47	\$23.32	\$23.90	\$24.60	\$25.33	\$26.59

3% Increase for April 1, 2015 - March 31, 2016						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Laboratory Coord.	\$27.57	\$28.41	\$29.27	\$30.19	\$31.16	32.65
Ind.Pretreat Coord.	\$27.57	\$28.41	\$29.27	\$30.19	\$31.16	32.65
Maintenance Coordinator	\$27.57	\$28.41	\$29.27	\$30.19	\$31.16	32.65
Sewer Mtce. Coord.	\$27.57	\$28.41	\$29.27	\$30.19	\$31.16	32.65
Operator	\$25.93	\$26.87	\$27.70	\$28.58	\$29.49	31.05
Laboratory Technician II	\$25.93	\$26.87	\$27.70	\$28.58	\$29.49	31.05
Maintenance Mechanic II	\$25.93	\$26.87	\$27.70	\$28.58	\$29.49	31.05
Maintenance Mechanic I	\$24.47	\$25.33	\$26.09	\$26.87	\$27.70	29.14
Sewer Mtce. Worker	\$24.47	\$25.33	\$26.09	\$26.87	\$27.70	29.14
Laboratory Technician I	\$24.47	\$25.33	\$26.09	\$26.87	\$27.70	29.14
Plant Attendant	\$23.14	\$24.02	\$24.62	\$25.34	\$26.09	27.39

3% Increase for April 1, 2016 - March 31, 2017						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Laboratory Coord.	\$28.40	\$29.26	\$30.15	\$31.10	\$32.09	33.63
Ind.Pretreat Coord.	\$28.40	\$29.26	\$30.15	\$31.10	\$32.09	33.63
Maintenance Coordinator	\$28.40	\$29.26	\$30.15	\$31.10	\$32.09	33.63
Sewer Mtce. Coord.	\$28.40	\$29.26	\$30.15	\$31.10	\$32.09	33.63
Operator	\$26.71	\$27.68	\$28.53	\$29.44	\$30.37	31.98
Laboratory Technician II	\$26.71	\$27.68	\$28.53	\$29.44	\$30.37	31.98
Maintenance Mechanic II	\$26.71	\$27.68	\$28.53	\$29.44	\$30.37	31.98
Maintenance Mechanic I	\$25.20	\$26.09	\$26.87	\$27.68	\$28.53	30.01
Sewer Mtce. Worker	\$25.20	\$26.09	\$26.87	\$27.68	\$28.53	30.01
Laboratory Technician I	\$25.20	\$26.09	\$26.87	\$27.68	\$28.53	30.01
Plant Attendant	\$23.83	\$24.74	\$25.36	\$26.10	\$26.87	28.21

*In addition to the foregoing wage scale, qualifying employees holding the following licenses or certifications shall receive additional compensation added to their hourly rate according to the table below. Any employee holding more than one license or certification will only be compensated based on the highest rate listed below.

License Incentives

License/ Certification	Rate Per Hour	License/ Certification	Rate Per Hour	License/ Certification	Rate Per Hour
Class I Operator	\$0.25	Class II Operator	\$0.45	Class III Operator	\$0.60
Lab Analyst I	\$0.25	Lab Analyst II	\$0.45	Lab Analyst III	\$0.60
Collections I	\$0.25	Collections II	\$0.45		



GRIEVANCE FORM

CITY OF TWINSBURG –TEAMSTERS LOCAL 436

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: Superintendent	Discuss, within five (5) working days of receipt of a written grievance.
Date received: _____	Deliver written response within five (5) working days of the meeting. If not resolved pursue Step 2 within five (5) working days.
Date discussed: _____	
Date response: _____	
Response by Superintendent:	
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Signature: _____ Date: _____	
(Superintendent)	

Step 2: Public Works Director	Discuss, within five (5) working days of receipt of a written grievance.
Date received: _____	Deliver written response within five (5) working days of the meeting. If not resolved pursue Step 3 within five (5) working days.
Date discussed: _____	
Date response: _____	
Response by Public Works Director:	
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Signature: _____ Date: _____	
(Public Works Director)	

Step 3: Director of Human Resources	Discuss, within five (5) working days of receipt of a written grievance.
Date received: _____	Deliver written response within five (5) working days of the meeting. If not resolved pursue Arbitration within ten (10) working days.
Date discussed: _____	
Date response: _____	
Response by Mayor:	
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Signature: _____ Date: _____	
(Director of Human Resources)	