

## AGENDA

DATE: MONDAY, OCTOBER 16, 2006  
PLACE: COUNCIL CHAMBERS  
TIME: 7:30 P.M.

THERE ARE NO PUBLIC HEARINGS TONIGHT

1. ROLL CALL
2. INVOCATION BY COUNCILMAN DONNIE PETERS
3. PLEDGE OF ALLEGIANCE
4. READING OF THE JOURNAL
5. REMARKS OF DELEGATIONS AND CITIZENS TO MATTERS ON THE AGENDA
6. INTRODUCTION OF ORDINANCES AND RESOLUTIONS

*Passed*  
*9/0*  
ORDINANCE NO. 154 – 2006

BY: COMMUNITY DEVELOPMENT COMMITTEE

AN ORDINANCE accepting the Final Plat and dedication of various streets for Concord Village, in the City of Massillon, Stark County, Ohio, presently on file in the office of the City Engineer, and declaring an emergency.

*Passed*  
*9/0*  
ORDINANCE NO. 155 – 2006

BY: ENVIRONMENTAL COMMITTEE

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to prepare plans and specifications, advertise for and receive sealed bids and enter into a two year contract, upon award and approval of the Board of Control, with the lowest and best bidder for laboratory services at the Wastewater Treatment Plant in the City of Massillon, and declaring an emergency.

*Passed*  
*9/0*  
ORDINANCE NO. <sup>157</sup>156 – 2006

BY: RULES, COURTS & CIVIL SERVICE COMMITTEE

AN ORDINANCE authorizing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a contract agreement with the AFSCME, Ohio Council 8, Local 966 covering the Street Department, Garage, Traffic and Safety, and Parks Department Employees that shall be in effect from April 1, 2006 through March 31, 2009, and declaring an emergency.

*Passed*  
*9/0*  
ORDINANCE NO. <sup>156</sup>157 – 2006

BY: RULES, COURTS & CIVIL SERVICE COMMITTEE

AN ORDINANCE authorizing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a contract agreement with the AFSCME, Ohio Council 8, Local 966 covering the Wastewater Treatment Plant Employees that shall be in effect from April 1, 2006 through March 31, 2009, and declaring an emergency.

*Passed*  
*9/0*  
ORDINANCE NO. 158 – 2006

BY: FINANCE COMMITTEE

AN ORDINANCE making certain appropriations from the unappropriated balance of the Lincoln Center Debt Fund, Solid Waste Fund and the General Fund, for the year ending December 31, 2006, and declaring an emergency.

MONDAY, OCTOBER 16, 2006

*Passed 9/10*  
**ORDINANCE NO. 159 – 2006**

**BY: FINANCE COMMITTEE**

**AN ORDINANCE** making certain transfers in the 2006 appropriations from within the General Fund, of the City of Massillon, Ohio, and declaring an emergency.

*Passed 9/10*  
**RESOLUTION NO. 21 – 2006**

**BY: FINANCE COMMITTEE**

**A RESOLUTION** accepting the amounts and rates as determined by the Budget Commission and authorizing the necessary tax levies and certifying them to the County Auditor.

- 7. UNFINISHED BUSINESS
- 8. PETITIONS AND GENERAL COMMUNICATIONS
- 9. BILLS, ACCOUNTS AND CLAIMS
- 10. REPORTS FROM CITY OFFICIALS

- A). POLICE CHIEF SUBMITS MONTHLY REPORT FOR SEPTEMBER 2006
- B). TREASURER SUBMITS MONTHLY REPORT FOR SEPTEMBER 2006
- C). FIRE CHIEF SUBMITS MONTHLY REPORT FOR SEPTEMBER 2006.
- D). INCOME TAX DEPARTMENT SUBMITS MONTHLY REPORT FOR SEPTEMBER 2006
- E). WASTE DEPARTMENT SUBMITS MONTHLY REPORT FOR SEPTEMBER 2006

- 11. REPORTS OF COMMITTEES
- 12. RESOLUTIONS AND REQUESTS OF COUNCIL MEMBERS
- 13. CALL OF THE CALENDAR – Tabled to this date on September 18, 2006

*Passed 9/10*  
**ORDINANCE NO. 120 – 2006**

**BY: COMMUNITY DEVELOPMENT COMMITTEE**

**AN ORDINANCE** amending Section 1151.02 of the Massillon Code of 1985 rezoning a certain tract of land from I-2 General Industrial to B-3 General Business.

- 14. THIRD READING ORDINANCES AND RESOLUTIONS
- 15. SECOND READING ORDINANCES AND RESOLUTIONS

*Passed 9/10*  
**ORDINANCE NO. 146 – 2006**

**BY: COMMUNITY DEVELOPMENT COMMITTEE**

**AN ORDINANCE** authorizing the Community Development Director to submit an amended budget to HUD which will include additional provisions concerning the hiring of an additional code enforcement officer through the Community Development Block Grant Program, and declaring an emergency.

*2nd Reading*  
**ORDINANCE NO. 153 – 2006**

**BY: FINANCE COMMITTEE**

**AN ORDINANCE** making certain appropriations from the unappropriated balance of the Street Fund, for the year ending December 31, 2006, and declaring an emergency.

- 16. NEW AND MISCELLANEOUS BUSINESS
  - 17. REMARKS OF DELEGATIONS AND CITIZENS TO MATTERS NOT ON THE AGENDA
  - 18. ADJOURNMENT
- MARY BETH BAILEY - CLERK OF COUNCIL



DATE: OCTOBER 16, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

*Passed*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 154 - 2006

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE accepting the Final Plat and dedication of various streets for Concord Village, in the City of Massillon, Stark County, Ohio, presently on file in the office of the City Engineer, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

The Final Plat for Concord Village, in the City of Massillon, Stark County, Ohio, presently on file in the Office of the City Engineer, is hereby approved and accepted and that the dedication to public use is hereby accepted and confirmed. This plat was approved by the Planning Commission at a meeting held September 13<sup>th</sup> 2006. The undertaking given by the owners for improvement of streets and now on file with the City Engineer is approved. The description of Concord Village is as follows:

Being known as Parts of Out Lots 933, 856, 855 and 556; located on the north side of Hankins Road NE and west of Valerie. The development will consist of 20 new single family residential lots. In addition, one new street Concord Hill Circle NE will be dedicated as public right-of-way. There are 4 out lots being created that will have no road frontage and will be accessed by a series of private drives. The property is zoned R-3 single family residential. The applicant is Providence Development/Robin Warstler.

Section 2:

This Ordinance is declared to be an emergency measure for the reason that said plat is urgently needed for the development of this area and for the proper community growth and hence immediately necessary for the preservation of the health, safety and welfare of the community. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

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DATE: OCTOBER 16. 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 155 - 2006

BY: ENVIRONMENTAL COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to prepare plans and specifications, advertise for and receive sealed bids and enter into a two year contract, upon award and approval of the Board of Control, with the lowest and best bidder for laboratory services at the Wastewater Treatment Plant in the City of Massillon, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to prepare plans and specification, advertise for and receive sealed bids and enter into a two year contract, upon award and approval of the Board of Control, with the lowest and best bidder for laboratory services at the Wastewater Treatment Plant in the City of Massillon.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to prepare plans and specifications, advertise for and receive sealed bids and to enter into a two year contract, upon award and approval by the Board of Control, with the lowest and best bidder, as authorized in Section 1 of this Ordinance.

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary to enter advertise for bids and enter into contract for laboratory services as the present contract expires on October 22, 2006. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

*2<sup>nd</sup> page is the signature page*

DATE: OCTOBER 16, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

*Passed*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 156 - 2006

BY: RULES, COURTS AND CIVIL SERVICE COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a contract agreement with the AFSCME, Ohio Council 8, Local 996 covering the Wastewater Treatment Plant employees that shall be in effect from April 1, 2006 through March 31, 2009, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

The Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, be and hereby are authorized to enter into a contract agreement with the AFSCME, Ohio Council 8, Local 996 covering the Wastewater Treatment employees that shall be in effect from April 1, 2006 through March 31, 2009.

Section 2:

That this Ordinance is declared to be an emergency measure immediately necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary for the more efficient operation of the various departments in the City of Massillon. Provided it receives the affirmative vote of two-thirds of the elected members of Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006

APPROVED: \_\_\_\_\_  
MARY BETH BAILEY, CLERK OF COUNCIL    GLENN E. GAMBER, PRESIDENT

APPROVED: \_\_\_\_\_



**AGREEMENT  
BETWEEN  
EMPLOYEES OF  
THE CITY OF MASSILLON, OHIO  
AND  
AFSCME, OHIO COUNCIL 8, LOCAL 996,  
AFL-CIO**

**EFFECTIVE: APRIL 1, 2006  
EXPIRES: APRIL 1, 2009**

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## PREAMBLE

This Agreement made and entered into this day of \_\_\_\_\_, 2006 by and between the City of Massillon, Ohio (hereinafter referred to as the "CITY"), and Ohio Council No. 8 and Local 996 of the American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as the "UNION").

WHEREAS, it is the intent and the purpose of the parties hereto that this Agreement respect and promote the responsibilities and obligations of the "CITY" as well as the interests of its employees; avoid interruptions to and interferences with the "CITY's" services to the public; and set forth herein rates of pay, hours of work, and conditions of employment for employees covered by this Agreement;

NOW THEREFORE, in consideration of their mutual covenants herein contained, the parties agree to as follows:

## ARTICLE 1 RECOGNITION

Section 1. The "CITY" recognizes the "UNION" as the sole and exclusive representative of the employees of the "CITY", as hereinafter defined, for the purpose of collective bargaining with respect to any and all matters pertaining to wages, hours, and all other terms and conditions of employment, as provided for by the Collective Bargaining Law, within the bargaining unit.

Section 2. The bargaining unit covered under this agreement is identified as the following classifications/and departments/divisions within said unit:

(a) Street Department:

Storekeeper  
Heavy Equipment Operator  
Light Equipment Operator  
Truck Driver  
Laborer  
Temporary Laborer

(b) Sign Department-Street Department:

Sign Painter  
Laborer

(c) Service Garage-Street Department:

Chief Automotive Mechanic  
Automotive Mechanic

Diesel Mechanic  
Automotive Mechanic Assistant

(d) Solid Waste Department:

Truck Driver/Lead Worker  
Truck Driver  
Laborer

Subsection (d) Clerk/Dispatcher

(e) Traffic and Safety Department:

Electrician I  
Electrician II  
Electrician III  
Electrician Helper  
Electronic Technician  
Light Equipment Operator  
Truck Driver  
Laborer  
Temporary Laborer

(f) Parks Department:

Park Lead Worker  
Grounds Keeper  
Assistant Grounds Keeper  
Tree Trimmer  
Truck Driver  
Laborer

**Section 3.** Work performed by employees in the bargaining unit shall not be performed by excluded classifications, except under the following conditions:

- a. In event of emergency;
- b. Work necessary to restore and/or maintain normal operations where qualified bargaining unit employees are not available;
- c. Instructing or demonstrating proper method procedures of performing work operations;
- d. Inspection of faulty equipment to determine the cause and method of correction.

**Section 4.** Employees in all newly created job classifications established in any department, presently covered by definition of "employee", shall become part of the bargaining unit and shall



be covered by the terms and provisions of the Agreement, provided such newly created classifications are similar to any Classification then included in the bargaining unit.

**Section 5.** The parties shall meet at least twice per month in order to negotiate and finalize job descriptions. The City shall furnish updated copies of job descriptions to the employee/s or the union when requested.

**Section 6. Staffing.** The staffing of the following departments shall consist of at least the number listed in the following chart: (It is understood that if more than the minimum number occupy a classification, the surplus counts toward the required numbers in the lower classifications).

- (a) Street-Sign Department:
  - 2 Heavy Equipment Operators
  - 2 Light Equipment Operators
  - 5 Truck Drivers
  - 8 Laborers
- (b) Service Garage:
  - 1 Automotive Mechanic
  - 1 Automotive Mechanic Assistant
  - 1 Diesel Mechanic
- (c) Solid Waste Department:
  - 1 Lead Worker
  - 3 Truck Drivers
  - 6 Laborers
- (d) Traffic and Safety Department:
  - 1 Electrician
  - 1 Electronic Technician
  - 1 Electrician Helper
  - 1 Sign Painter
- (e) Parks Department:
  - 1 Lead Worker
  - 1 Tree Trimmer
  - 1 Truck Driver
  - 1 Grounds Keeper; OR
  - 1 Assistant Grounds Keeper
  - 2 Laborer

\*Emergency is a disaster such as fire, flood, riot or other extreme situations that have been declared an emergency by the Mayor or Service Director or the Governor of the State of Ohio.

**Section 7.** In the event that Operations Superintendent is off duty, a bargaining unit member

designated by the City shall be paid an additional \$1.00 per hour to perform the duties of Lead Worker in the Streets department.

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

Except to the extent modified or limited herein, the "CITY" has the right to:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structures;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.
10. Create a Cost Containment Committee to discuss ways to control insurance cost.

## **ARTICLE 3**

### **UNION SECURITY/DUES CHECK OFF/MAINTENANCE OF MEMBERSHIP**

**Section 1.** All employees in the bargaining unit shall be included and covered by the provisions, terms and conditions of this Article and Agreement.

**Section 2.** The "CITY" shall deduct the current monthly dues as designated by the Treasurer of the Union on the basis of individually signed dues deduction authorization cards. Dues deduction shall be deducted from the pay earned during the first pay period of each month. Deductions provided herein shall be transmitted to the Union within ten days deduction of the dues. The "CITY" shall furnish the "UNION" an alphabetical list of names of all employees whose dues

have been deducted together with its check for the total deductions. A copy of the dues deduction list shall be sent to Ohio Council 8, Akron Regional Office. **The Employer shall furnish the local Union and Ohio Council 8, a quarterly list of bargaining unit employees consisting of date of hire and address. Any change in employee status will be noted. Change of address must be provided to Department Head.**

**Section 3.** The Employer agrees to payroll deductions of Union dues, fees or assessments in accordance with this Article for all employees eligible for the bargaining unit.

**Section 4.** The employer agrees to deduct regular payroll deductions of dues, fees or assessments, from the pay earned during the first pay period of each month upon the date of issuance of the payroll warrant from the pay of any employee in the bargaining unit eligible for said deductions upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form, furnished by the Union, must be presented to the employer by the Union. Upon receipt of authorization, the Employer will deduct Union dues, fees or assessments from the payroll 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 5.** Pursuant to the provisions of Section 4117.09(C) of the Ohio Revised Code and effective as of April 1, 1984, all bargaining unit employees who are not members in good standing of the Union, shall be required to pay a fair share fee as a condition of continued employment. Further, all new employees hired after April 1, 1984 who do not become members of the Union, shall be required after the sixty-first (61st) day of employment to pay to the Union a fair share fee. Nothing herein shall require any employee to become a member of the Union nor shall fair share fees exceed dues paid by the members of the Union who are in the bargaining unit covered hereunder. The Union represents to the employer that it has prescribed and shall maintain in force throughout the term of this agreement an internal procedure to determine a rebate, if any, of any such fair share fee for non-union employees which conforms to the Federal and State Law, as required, pursuant to the provision of Section 4117.09 of the Ohio Revised Code. The internal rebate procedure shall provide for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of the Union in the realm of collective bargaining. The deduction of a fair share fee by the Employer from the payroll check of the employee and its payment to the Union as hereinafter provided is automatic and does not require the written authorization of the employee. The Fair Share Fee amount shall be certified to the Employer by Union.

**Section 6.** Any employee who is a member of and adheres to established and traditional tenets and teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting a Union and which is exempt from taxation under the provisions of the Internal Revenue Code, shall not be required to join or financially support the Union as a condition of employment. Upon submission of proper proof of religious conviction to the State Employment Relations Board, if the Board shall declare any such employee exempt from becoming a member of or financially supporting the Union, then such employee shall be required, in lieu of the fair share fee, to pay an amount equal to such fair share fee to a non-religious charitable organization exempt from taxation under Section 501C (3) of the Internal Revenue Code and show proof of same during the term of the Agreement.

**Section 7.** The Employer shall be relieved from making such individual deductions of dues, fees or assessments 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.

**Section 8.** The Employer shall not be obligated to make deductions of dues, fees or assessments from any employee who, during any bi-weekly pay period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues, fees or assessments. In the event such deductions are not made, the Employer shall make the appropriate deductions from the following pay period or periods as certified by the Union of the Employer. The Employer is not required to make any partial dues deductions, fees or assessments.

**Section 9.** The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, fees or assessments. Corrections shall be made as soon as possible after notification in writing by the Union. 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 10.** The rate at which dues are to be deducted shall be certified to the payroll clerk by the Treasurer of the Union.

**Section 11.** The Union warrants and guarantees the employer that no provision of this Article violates the Constitution or laws of 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 an employee arising from the deductions, fees or assessments 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 12.** The City shall forward deductions by warrant to the Treasurer of AFSCME, Ohio Council 8, 6800 North High St., Worthington, OH 43085, care of Comptroller. With such warrant shall be an alphabetical listing of employees for which deductions were made. Such warrant shall be forwarded within fifteen (15) days following the date payroll warrant is issued in which deductions were made. A copy of such warrant and an alphabetical list shall also be forwarded to the Treasurer of Local 996.

**Section 13.** The "CITY" agrees not to charge the "UNION" any costs for such deductions.

#### **ARTICLE 4**

#### **UNION REPRESENTATION**

**Section 1.** The "UNION" shall be permitted a "Union Steward" in each department represented by the "UNION". Each steward shall also have an alternate steward to function in place of the steward during the steward's absence.

**Section 2.** The "UNION" shall submit a written notification to the "CITY" containing the name

of each steward and alternate steward and shall notify the "CITY" promptly of any changes.

**Section 3.** Stewards shall be permitted reasonable time without loss of pay to investigate the process grievances during- working hours upon notification to the supervisor. Permission to investigate and process grievances shall not be unreasonably withheld.

**Section 4.** The "UNION" President or other designated representatives shall be permitted a reasonable amount of time during working hours to perform essential "UNION" business during working hours without loss of pay, upon notification to and concurrence of the Service Director.

## **ARTICLE 5** **WORK RULES**

The "CITY" shall retain the right to promulgate reasonable rules and regulations necessary for the orderly and efficient operations of the City. Such rules and regulations shall not conflict with the express terms and conditions of this Agreement. Five (5) work days prior to the implementation, the City agrees to post such rule(s) or regulation(s) with a copy forwarded to the Local Union President, in conspicuous places throughout the City premises.

Prior to the implementation of any new rule(s) or regulation(s), the City upon request shall meet with the Union to discuss such rule(s) or regulation(s).

The Union reserves the right to challenge such rule(s) or regulation(s) through the grievance procedure of this Agreement.

The parties may mutually agree to extend the date such work rule will be implemented.

## **ARTICLE 6** **DISCIPLINARY ACTION**

**Section 1.** The "CITY's" disciplinary procedure for bargaining unit employee(s) shall be based on the principles of "just cause" and progressive, corrective, discipline. Nothing contained herein shall prohibit the "CITY" from imposing a termination or other discipline for just cause, when in the judgment of the "CITY", the offense or infraction is of such a serious nature that prior verbal or written reprimands or progressive discipline cannot or should not be given.

**Section 2.** Verbal and written reprimands will not be utilized in disciplining an employee where such verbal or written reprimand occurred more than twelve (12) months prior to the later discipline providing there is no intervening written notice of disciplinary action during the twelve (12) month period.

**Section 3.** Suspensions will be removed from an employee's personnel file twenty-four (24) months following the date of the suspension providing there is no intervening written notice of disciplinary action during the twenty-four (24) month period.

**Section 4.** In imposing discipline on a current charge, the Employer shall not take into account



any reprimands or suspensions which would have been removed by the procedure of Section 2 and 3 herein.

**Section 5.** Prior to any disciplinary action, the City shall notify the affected employee and the union president in writing of their intent to discipline the employee. The notice of discipline shall include the alleged charges and the reasons the City wants aforementioned parties seventy-two (72) hours prior to the disciplinary hearing. The hearing shall be held during working hours and the employee, union representative/s and any witnesses (City employees) for the employee shall suffer no loss of pay.

The City shall make their decision from this hearing no later than five (5) working days from the date of the hearing.

**Section 6.** Any employee who has been given a suspension or has been terminated shall have the right to appeal the discipline through the grievance procedure. In the event the employee files a grievance, the employee shall not serve the suspension up to step 4 of the grievance procedure. If the Service Director upholds the discipline the City imposed, the suspension shall take affect immediately after receipt of the Service Directors step 3 answer.

## **ARTICLE 7** **GRIEVANCE PROCEDURE**

**Section 1.** The term "grievance" as used herein, means any dispute which may arise between the "CITY" and an employee or between the "CITY" and "UNION" concerning the application or interpretation of any provision of this Agreement.

**Section 2.** It is the intention of the "CITY" and "UNION" that this formal grievance procedure shall only be used when grievances between the "CITY" and "UNION" cannot be settled informally.

**STEP 1:** The grievance in writing shall be taken up by the aggrieved employee accompanied by the department steward if desired, within four (4) working days after occurrence of the facts giving rise to the grievance.

The immediate supervisor shall give his answer in writing within three (3) working days.

**STEP 2 :** The "UNION" shall present the grievance in writing to the department head within five (5) working days.

The department head shall within three (3) work days after the grievance is presented at Step 2, meet with the employee, steward and/or Union representative(s).

The department head shall give his answer in writing within five (5) working days of the date the grievance is presented. .

If no satisfactory settlement is reached, then proceed to:

**STEP 3:** The "UNION" shall present the grievance in writing, together with all other related materials supporting its position to the Safety-Service Director within five (5) working days.

The Safety-Service Director shall, within five (5) work days after the grievance is presented at Step 3, meet with the Union President and other witnesses as needed concerning the grievance. Staff representatives of Ohio Council 8 may attend any Step 3 meetings.

A representative of the Union is responsible for setting a meeting if desired with the Service Director.

A decision in writing shall be made by the Safety-Service Director within ten (10) working days after the meeting is held concerning the grievance.

If no satisfactory settlement is reached, then proceed to:

**STEP 4:** Any grievance, involving the interpretation, application or enforcement of the provisions of this Agreement or any unresolved question, dispute or complaint regarding the conditions of employment, which has not been satisfactorily settled in the foregoing steps of the grievance procedure may be arbitrated.

Arbitration proceedings may be initiated by the "UNION" within thirty (30) days of the written deposition of such grievance by the Safety-Service Director. The decision of such arbitrator shall be in writing, final and binding upon the parties hereto. The parties agree that the right to proceed to arbitration shall be the exclusive remedy and shall foreclose utilization of any right afforded by the Ohio Civil Service Law. Binding arbitration may be initiated by the "UNION" serving upon the "CITY" a notice in writing of an intent to proceed to arbitration. Unless the parties can, within five (5) days following the receipt of such -written notice, agree - upon the FMCS selection of an arbitrator, either party may in writing request to submit a list of seven (7) arbitrators to both parties. The parties shall within five (5) working days of the receipt of said list meet for the purpose of selecting the arbitrator by alternately striking names from said list until one name remains. Such person shall then become the arbitrator. The arbitrator so selected shall hold a hearing at a time and place convenient to the parties. In the event the arbitrator is unable to schedule a hearing within a thirty (30) day period after his selection or a mutually agreed upon date beyond the thirty (30) day period, the parties may select another arbitrator.

All expenses which may be involved in the arbitration proceedings shall be borne by the parties equally. However, expenses relating to the calling of witnesses or the obtaining of depositions of any other similar expense associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required. The arbitrator shall not have the authority to add to, subtract from, or modify such expressed terms -and provisions of this Agreement.

**Section 3.** Any grievance not timely appealed from the written disposition of the "CITY's" representative in any of the Steps of the Grievance Procedure, shall be considered as having been accepted by the employee and "UNION" on the basis of the disposition last made, and shall not be subject to further appeal.

**Section 4.** Grievances involving the suspension or discharge of an employee and/or grievances affecting a group of employees, may be filed directly at Step 3 of the grievance procedure by the "UNION".

**Section 5.** Time limits for grievances processed through the grievance procedure may be extended by mutual agreement between the parties hereto, and must be in writing and signed by both parties. Working days as used in this Article shall not include Saturdays, Sundays, or holidays.

**Section 6.** The "UNION" or official representatives of the "UNION" shall have the right to initiate and file a policy and/or group grievance which affects all or a substantial group of employees by filing any such grievance at Step 3 of the Grievance Procedure within five (5) working days after its occurrence, or after it has become known to the "UNION", or representatives, whichever is later.

**Section 7.** The "UNION" may designate an appropriate representative at any step of the grievance procedure. This does not, however, prohibit an AFSCME, Ohio Council 8 staff member from being present at any step of the grievance procedure.

**Section 8.** The "UNION's" duly constituted representatives shall have the right to be present at the adjustment of any grievance when the bargaining unit employee has chosen not to have "UNION" representation. Such adjustment shall not be inconsistent with the terms of this agreement.

## **ARTICLE 8**

### **UNION ACTIVITY/VISITATIONS**

**Section 1.** Representatives of the "UNION" may enter departments of the "CITY" to determine if provisions of this Agreement are being observed and for attending meetings with representatives of the "CITY" pertaining to "UNION" matters, or any matter pertaining to wages, hours, terms or all conditions of employment covered under the terms and conditions of this Agreement, upon notification to, and permission of the employee's immediate supervisor. Such permission shall not be arbitrarily withheld.

## **ARTICLE 9**

### **HOURS OF WORK**

**Section 1.** The normal work week shall consist of forty (40) hours of five (5) consecutive days of eight (8) consecutive hours each Monday through Friday, with the starting time to be 7:00 am. and the quitting time 3:30 p.m., except as follows:

1. in the Parks Department where the hours will be from 7:00 a.m. to 3:30 p.m., Monday through Sunday, during the period of March 1 through October 31;
2. in the Streets department, there shall be one (1) employee whose starting time will be 9:30 a.m. and quitting time will be 6:00 p.m. This employee shall be selected by seniority bid, and if no bid is received it shall be filled by inverse seniority. From 3:30 p.m. to 6:00 p.m., this employee shall perform duties related to the recycle center except in the case of an emergency request made by the police/fire department to the Operations Superintendent; however, the employee cannot work out of classification.

Work Day - A work day is defined as a period of twenty-four (24) consecutive hours and corresponds to the calendar day.

Work Week - A work week is defined as a period of seven (7) consecutive work days and corresponds to 12:01 am. Monday through 12:00 midnight the following Sunday. A typical work week consists of forty (40) hours per week. When a change in scheduled is contemplated in other than an emergency situation, management will make reasonable efforts to provide affected employees with reasonable advance notice. Employees are expected to work all hours as scheduled and/or directed.

Scheduling -Scheduling will be handled through a bidding process first. If the necessary schedule is not filled completely, assignments will be made on a seniority basis.

Section 1-A - Employees in the Park Department whose normal shift assignment/work week encompasses the weekend shall be paid a stipend of one dollar (\$1.00) an hour additional pay for the weekend work.

**Section 2.** Employees shall be permitted a thirty (30) minute unpaid lunch period which shall be taken by each employee as close as possible to the middle of each work day.

A fifteen (.15) minute rest period for each employee in the bargaining unit shall be permitted during the first four (4) hours of a shift and during the second four (4) hours of the shift.

**Section 3.** Employees shall be paid only for actual hours worked, and for all other provisions and benefits as provided by this Agreement.

**Section 4. Welfare/Workfare Programs:** The "CITY" agrees that any welfare/workfare person or any persons under the supervision of the courts that becomes 'a problem with the "UNION", upon notice to the "CITY" the parties shall meet to discuss and attempt to resolve the matter.

**Section 5.** Except for paragraph 3, it is understood Section 1 does not apply to the Sanitation Department. The hours of work in the Sanitation Department shall continue as currently practiced.

**Section 6.** From June 1 to September 1 of each year, the starting time shall be 6:00 a.m. and the quitting time shall be 2:30 p.m. for those employees in the Paint Department.

## **ARTICLE 10** **OVERTIME**

**Section 1.** Employees shall be paid one and one-half (1 1/2) times their normal hourly rate of pay for any work in excess of forty (40) hours in any work week. An employee may elect to take compensation time off instead of being paid monetary overtime compensation. Compensation time shall be accrued at time and one-half hours for each hour worked or prorated thereof, except for the seventh (7) consecutive day which compensation time shall be at two times the hours worked for each hour worked.

**Section 2.** Employees shall be paid double times (2x) the employee's normal rate of pay for work performed on the seventh (7th) consecutive day of the employee's work week.

**Section 3.** For purposes of computing overtime, credit shall be given for paid vacations, paid holidays, pre-approved sick leave, pre-approved personal days and compensatory time.

### **Section 4.**

a. Overtime shall be voluntary and employees shall not be required to work except in emergency conditions where adequate employees do not agree to work the necessary overtime and further provided under those conditions, employees shall be scheduled or called-in beginning with the least senior employee(s) in the classification(s) needed.

b. It is further agreed the "CITY" shall post "OVERTIME LISTS" upon request from the Union indicating a record of overtime hours worked and/or refused. The listing of employees shall be by classification, shift and department.

c. Emergency overtime shall be administered and scheduled solely on the basis of seniority according to classification.

d. If the employee accepts the overtime assignments, or does not work the overtime assignment and additional personnel are needed to work, the employee with the next highest seniority will be offered the overtime assignment and the "CITY" shall continue on down the list in that order.



e. If it becomes necessary to go outside a classification to obtain additional personnel for overtime assignments, such overtime shall be offered on a seniority basis starting with the employee with the highest seniority within the bargaining unit qualified to do the work. If it becomes necessary to obtain personnel outside the department for overtime assignments, the above procedure shall be followed.

f. In case an employee is inadvertently passed over, upon notifying the "CITY", he shall be placed at the top of the list for the next call out. If an employee has been intentionally bypassed, he shall be compensated for such hours of overtime he would have been entitled to if he would have worked the overtime. (This shall be the settlement for any grievance about call out procedure).

**Section 5.** The "CITY" shall be the sole judge for the necessity of any overtime.

**Section 6.** "Pre-Scheduled" overtime shall be administered and scheduled solely on the basis of seniority according to classification.

**Section 7.** Employees subject to emergency overtime or emergency call shall report for work within thirty (30) minutes or as quickly thereafter as possible, if conditions exist which prevent the employee from reporting within said time period.

## **ARTICLE 11**

### **BULLETIN BOARDS**

**Section 1.** It is agreed that the "UNION" shall have access to departmental bulletin boards for the purpose of posting "UNION" notices or "UNION" literature provided that:

a. All notices or materials posted must be signed by the "UNION" President or other designated "UNION" officer or Representative of Ohio Council 8.

## **ARTICLE 12**

### **PROBATIONARY PERIOD**

**Section 1.** New employees shall be considered on probation for a period of sixty (60) calendar days of their employment. The employee shall accrue no seniority during the probationary period. After completion of the probationary period, seniority shall be retroactive to the first day of employment within the department.

## **ARTICLE 13**

### **SENIORITY**

**Section 1.** Seniority shall be an employee's length of continuous service with the "CITY", department or job classification, depending on the question involved. An employee shall have no seniority for the probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

"Continuous service" shall include the following:

- Absences due to medically substantiated disability;
- Temporary day off due to lack of work of funds;
- Absences due to services in the United States Armed Services.

**Section 2.** Supervisors shall maintain their seniority (if any) under this Agreement for one (1) calendar year when promoted to a supervisory classification outside the bargaining unit.

**Section 3.** Each ninety (90) days, the "CITY" shall provide an up-to-date seniority list showing name, job classification, department, and date of classification entry of all employees in the bargaining unit. The seniority list shall be posted in each of the departments covered by this Agreement. A copy shall also be forwarded to the "UNION" President.

**Section 4.** An employee's seniority shall terminate for any of the following reasons:

- He quits;
- He is discharged for just cause;
- He is absent for a period of more than three (3) working days without reporting to the department head;
- He fails to return to work when he is recalled;
- He fails to report that he is available for work at the expiration of a leave of absence;
- He is laid off in excess of two (2) calendar years.

Any single suspension upheld for longer than thirty (30) calendar days, shall not be counted in the computation of total accumulation of seniority.

## **ARTICLE 14**

### **PROMOTIONS**

**Section 1.** Whenever a job occurs for higher rated jobs, the "CITY" shall within thirty (30) days post a notice of the opening for a period of five (5) working days. The notice shall be posted on department bulletin boards.

**Section 2.** During this period of time, employees who wish to apply for the job may do so on a form to be supplied by the "CITY". The employee shall be furnished a copy of the completed bid form.

**Section 3.** Selection of the employee(s) to fill the open position shall be made on the basis of

seniority, skill and ability to perform the job. Any single suspension upheld or accepted for longer than thirty (30) calendar days, may be considered for promotion.

**Section 4.** An employee who has been selected for a higher-rated job shall be given a trial period of sixty (60) calendar days to qualify on the new job. An employee shall be given reasonable help and supervision during the trial period. This period may be extended by mutual agreement between the "CITY" and the "UNION".

**Section 5.** The department head may disqualify an employee during the trial period for unsatisfactory performance.

**Section 6.** During the trial period, employees shall continue to hold seniority in their last classification.

**Section 7.** An employee qualifies for a higher-rated job during the trial period by:

Deciding that it is satisfactory to him, and; by the department head's determination that the employee's performance is satisfactory on the job, and; an employee's performance will be considered satisfactory when the employee performs the job with no more help and supervision than is required of other employees within the same or similar job classification.

The trial period may be less than sixty (60) days provided the above applications of this paragraph are fulfilled.

**Section 8.** Immediately upon qualifying, the employee shall be paid the rate of the new classification, and his new classification seniority is retroactive to the first day of trial on the higher-rated job, and he shall forfeit seniority on his previous classification.

**Section 9.** If an employee does not qualify for a higher-rated job within the trial period he returns to his last classification without loss of seniority.

**Section 10.** If no bids are received within five (5) working days after notices are posted, or if none of the applicants qualify within the trial period, the "CITY" may hire a new employee for the job.

**Section 11.** It is the "CITY's" prerogative at all times to hire experienced men in the various classifications if there are no applications submitted by an employee(s) during the posting period, or in the event an application is received in which an employee(s) who bids on the open position does not qualify, and the "CITY" cannot obtain a qualified employee for within the bargaining unit.

**Section 12.** Employees, upon approval by the Department Head and City Administration, may participate in courses/training classes that are related to skills and duties within the Collection Bargaining Agreement. Employees shall pre-pay for the classes and reimbursement shall be made to the employee by the City after completion of courses or the cost of said training program. The employee must pass the course and receipts have to be furnished upon completion

in order to be reimbursed. Any required material or books that need purchased for the course, upon receipt to the City, shall also be reimbursed. All books paid for by the City, shall remain the property of the City.

## **ARTICLE 15**

### **LATERAL TRANSFERS**

**Section 1.** An employee may exercise his classification seniority for the purpose of lateral transfer or shift transfer when an opening occurs within his classification within the employee's department. For lateral transfers to classifications outside the employee's department, such lateral transfer shall not deny an employee within the department where the opening occurs, promotional opportunities. An employee desiring a lateral transfer or a change of shift, must make application in writing to his department head requesting the transfer. The department head shall supply such form and employee shall retain a copy of the completed form. Lateral or shift transfers shall be limited to a total of one (1) per employee during any twelve (12) month period.

## **ARTICLE 16**

### **TEMPORARY TRANSFERS**

**Section 1.** For the efficient operation of the "CITY", employees may be temporarily transferred within the department. An employee temporarily transferred to a lower rated job shall receive his regular rate of pay during the period of the temporary transfer. An employee temporarily transferred to a higher paying job shall receive the higher rate of pay for the period of such temporary transfer. Temporary transfers of employees shall not be on an arbitrary or discriminatory basis. If a temporary opening occurs and is for thirty (30) days, the open position shall be declared a permanent opening and shall be posted and filed in accordance with the provisions of Article 14, Promotions. It is further understood that where openings arise due to incumbents being on official leave status that upon the requalification of such sick or disabled employee, such employee shall have the right to "bump" the employee who replaced him.

**Section 2.** Any bargaining unit employee temporarily assigned to work in a higher classification whether an incumbent is on official leave status, or the City needs additional manpower for a specific job, shall receive the higher rate of pay for the hours worked.

**Section 3.** The City may employ a training program for employees to participate in, upon their written request to operate pieces of equipment that are considered a higher rate of pay.

**Section 4.** Upon completion of training or at such time said employee is left responsible to operate said equipment by themselves, they shall be paid the higher rate of pay.

**Section 5.** Training shall be based on seniority first, within the department.

## **ARTICLE 17**

### **LAY OFF**

**Section 1.** Whenever it is necessary because lack of work or lack of funds to reduce the number of employees in a department and in classifications, the procedure outlined in this section shall be followed. The "CITY" may determine the job classification and the number of employees in each class within the bargaining unit to be laid off. Any such lay off shall proceed by laying off in the following order:

1. Any Federal or State privately funded employees to include welfare/workfare programs;
2. Emergency employees;
3. Provisional employees who have not completed their probationary period after appointment;
4. Provisional employees who have satisfactorily completed their probationary period after appointment;
5. Seasonal employees;
6. Part-time employees;
7. Permanent employees who have not completed their probationary periods after appointment;
8. Permanent employees who have completed their probationary period after appointment.

**Section 2.** When a lay off is necessary, employees shall be laid off on the basis of classification seniority by department, and may use their department seniority to "bump" any employees with less departmental seniority in any equivalent or lesser paying classification within their department as long as they are qualified to perform the work.

After exhausting seniority rights within their department, employees being laid off may use their total City seniority to transfer to other departments subject to this agreement and "bump" (replace) any employee in an equivalent or lesser paying classification with less "City" seniority as long as the transferring employee is fully qualified and can perform the duties of the new classifications.

**Section 3.** Before any bargaining unit employee is given notice of lay off, the "CITY" and "UNION" shall meet immediately for the purpose of attempting to find an available job within the "CITY", within the bargaining Unit, which the affected employee is qualified to perform, and if any job is available, the employee will be given the option of accepting it rather than being laid off. The "UNION" shall receive a copy of all lay off notices.

**Section 4.** Employees shall be given a minimum of ten (10) working days advance notice of lay off, which shall state the reasons which made the lay off necessary.

**Section 5.** In event an employee is laid off, he may, upon request, receive payment for earned but unused vacation. If requested, such payment shall be made no later than the first pay period following the lay off.



## **ARTICLE 18**

### **RECALLS**

**Section 1.** Employees shall be recalled in the reverse \*order in which they were laid off. An employee will be given ten (10) working days notice of recall, from the date on which the employee receives notice of recall by certified mail from the "CITY". A laid off employee will be recalled to the first job position which he is qualified to perform, and shall have a right to claim his original job position in event it becomes available within eighteen (18) months following lay off.

## **ARTICLE 19**

### **TEMPORARY EMPLOYEES**

**Section 1.** Temporary employees are those employees hired for special projects (such as cleaning storm sewers), or to fill in for approved leaves of absence. In any event, the "UNION" shall be notified in writing, within five (5) work days of each temporary employee hired. The notification shall list the employee's name, date of hire, department, classification and reason for hire. If the employee was hired to fill in for an employee on leave of absence, the notification shall also state the name of such employee on leave of absence.

Temporary employees may join the "UNION" and are subject to the terms and provisions of this Agreement.

**Section 2.** Any bargaining unit employee temporarily assigned to work in a higher classification which an incumbent is on official leave status shall receive the higher rate of pay for any hours worked in that higher classification.

## **ARTICLE 20**

### **LEAVES OF ABSENCE**

#### **Section 1. Paid Sick Leave:**

a. Each full-time employee of the "CITY" shall be entitled to, for each complete eighty (80) hours of service, of four and six-tenths (4.6) hours of sick leave with pay. Sick leave shall be calculated without limit.

b. Employees who work as a part-time seasonal or on an intermittent basis, shall have sick leave credited for time actually worked at the same rates 'as a full-time employee.

**Section 2.** Sick leave shall be granted to an employee only upon approval of the appointing authority and for the following reasons:

- a. Illness or injury of the employee or a member of his immediate family. In case of a member of the immediate family not living in the same household, the appointing authority may credit sick leave when he believes it justified, but such cases should be carefully investigated.

- b. Medical, dental, or optical examination or treatment of employees or member of his immediate family which requires the employee, and which cannot be reasonably scheduled during non-working hours.
- c. If a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the employee; or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
- d. Death of a member of his immediate family (sick leave usage is limited to five (5) calendar days).
- e. Definition of "Immediate Family" as defined in State Civil Laws. "Immediate Family" concerning death shall mean:

Spouse	Mother-in-Law
Mother	Father-in-Law
Father	Grandparents
Sister-in-Law	Sister
Brother-in-Law	Brother
Children	Grandchildren
Son-in-Law	Daughter-in-Law

Legal Guardian or other person who stands in place of a parent (loco parentis).

- f. Abuse of sick leave: Employees failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud shall be grounds for disciplinary action up to and including dismissal.
- g. Absentee Policy:
  - 1. An incident of absence is any day, consecutive day or part of a day that an employee is not at work other than personal day, holiday, vacation, jury duty, court appearance. (If subpoenaed, approved leave of absence, injury leave, pre-approved absence of one (1) day or less due to a doctor's appointment, union leave, hospitalization, or bereavement leave.)
  - 2. Prearranged absence of one (1) day or less for doctor's or dentist's appointment will not be charged as an absence occurrence providing the employee supplies documentation to support the appointment or visit. Emergency absences may result in presentation of acceptable documentation.
  - 3. Employees must provide a physician's certificate for any absence extending for three (3) or more scheduled workdays.
  - 4. After the fifth (5th) incident, management will counsel the employee directly and document the session. An incident is defined as each separate occasion of absence as defined in paragraph 1. After the sixth (6th) incident, management will issue a verbal

warning, seven (7) incidents of absenteeism within a 12-month period will result in a written warning. Eight (8) incidents of absenteeism within a 12-month period will result in a suspension. Any further incidents of absenteeism within a 12-month period will result in additional disciplinary action including termination. The infraction period will be based upon a "rolling" calendar year.

5. Mitigating circumstances to incidents of absenteeism will only be considered by the City when the pattern has progressed beyond the written

6. Mitigating circumstances to incidents of absenteeism will only be considered by the City when the pattern has progressed beyond the written warning stage, and when the employee notifies the City before any disciplinary action is taken.

7. "Pattern abuse" shall constitute grounds for discipline apart from and/or in addition to paragraph 4 herein. Pattern abuse consists of absence while on sick leave as evidenced by a frequency or pattern contiguous with or related to holidays, weekends, vacation days, and/or consistent or regular usage of sick leave.

**Section 3.** Unused sick leave shall be cumulative. The previously not compensated accumulated sick leave of an employee who has been separated from City services shall be placed to his credit upon his re-employment in the City of Massillon.

**Section 4.** This Article shall not interfere with existing sick leave credit given employees for unused sick leave prior to the effective date of this Agreement.

**Section 5.**

a. Absences shall be reported to the employee's department before the regular starting times on each day of absence. The Report Off Form, attached as Exhibit "A", shall be used when employees report off for absences. In case of extended illness, the employee shall not be required to report off on a daily basis. The employee shall be expected to periodically inform his supervisor or department head of his progress and expected date of return to work.

b. An employee shall be paid eight (8) hours pay at the employee's normal hourly rate of pay for holidays occurring during an approved sick leave. Such holiday shall not be charged to the employee's accumulated sick leave.

c. Employees may use up to four (4) personal days a year without penalty, and chargeable to accumulated sick leave, with at least forty-eight (48) hours advance notification, provided however, with emergency use approved by Service Director/Park & Recreation Director for less than required notification.

**Section 6. Unpaid Sick Leave:** An employee having completed the required initial probationary period shall be granted an unpaid sick leave of absence for a period not to exceed six (6) months because of personal illness or injury upon application supported by medical evidence.

**ARTICLE 21**  
**PAID LEAVE OF ABSENCE**

**Section 1. Union Leave:** The union will be authorized an aggregate of up to five (5) work days leave per calendar year for delegates to use at any union functions such as conventions, seminars, conferences, etc.

**ARTICLE 22**  
**FAMILY AND MEDICAL LEAVE**

**Section 1.** This Article is intended to compliment and be an addition to whatever leave rights employees may have under applicable laws. Employees may take up to twelve (12) weeks of unpaid leave of absence for the following reasons:

- a. The birth of a child.
- b. To receive a child for adoption or foster care.
- c. To care for a "seriously ill" spouse, child, or parent if the parent has a serious health condition.
- d. For the employee's own serious health condition that makes the employee unable to perform the functions of their position.

**Section 2.** A total of twelve (12) weeks a twelve (12) month period may be used for any of the four reasons listed in Section 1. Twelve (12) weeks is not permitted for each reason. The twelve (12) month period is defined as the twelve (12) month period measuring forward from the date of request for leave. An employee may be required or may request to substitute earned vacation, bonus time and any other applicable paid leave for this type of leave. If spouses are both employed by the City of Massillon, the combined total leave time allowed for birth, adoption or care of a sick parent is twelve (12) weeks. If spouses cannot agree on time periods among themselves, the decision will be based upon the needs of the departments in which the spouses work. Workers' Compensation leaves are also included in the allowed twelve (12) weeks.

**Section 3.** While on family and medical leave, health insurance benefits will continue for any eligible employee. Any share of the premiums normally paid by an employee continues to be the responsibility of the employee. Premiums must be received by the 25th of each month or the last business day prior to the 25th, whichever is earliest. If premium payments are more than thirty (30) days late, coverage will cease. However, coverage will be reinstated upon return to work.

**Section 4.** As soon as an employee knows of his intention to request a Family and Medical Leave, the City Safety Director must be contacted. All leaves will be arranged through the Safety Director's Office. After each of four (4) weeks during a leave, an employee must update the Safety Director's Office as to his/her status and intentions to return to work.

**ARTICLE 23**  
**UNPAID LEAVES OF ABSENCE**

**Section 1. Personal Leave:** Any employee who has completed the required initial probationary period who believes he has a justifiable reason may apply for a leave of absence not to exceed ninety (90) days for personal reasons. Such leaves shall be granted for good cause if the employee's absence will not adversely affect efficient operation of the department in which works, upon comment of the department head and the approval of the Service Director.

**Section 2. Union Leave:** At the request of the "UNION", a leave of absence without pay shall be granted to any employee selected for a "UNION" office, employed by the "UNION" or required to attend a "UNION" convention or perform any other function on behalf of the "UNION" necessitating a suspension of active employment.

**Section 3. Military Leave:**

a. Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Naval Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence with pay from their respective duties for such time as they are in the military service on field training or active duty.

b. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time. The maximum number of hours for which payment may be made in any one calendar year under his provision is one hundred seventy-six (176) hours.

c. Employees who have been employed by the Employer for at least ninety (90) days will be granted a leave of absence without pay to be inducted or other wise enter military service. An employee of the City shall be paid the difference between his regular salary and his service pay upon receipt of a service pay voucher.

d. An employee who re-enlists while on active duty, or a commissioned officer who voluntarily enters on extended active duty beyond that required upon accepting a commission, is not eligible for reinstatement with the Employer.

e. Employees who are members of the Ohio National Guard will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

f. A veteran separated or discharged under honorable conditions must make application for re-employment to his or her former classification within ninety (90) days after discharge or release from hospitalization due to in service injury or illness which has not exceeded a period of more than one (1) year. The following procedures shall apply:



1. Reinstatement shall be accomplished within thirty (30) days after application is received by the Appointing Authority providing the veteran has remained physically qualified to perform the duties of the classification. Where a disability in the military service precludes restoration to the original classification of like status and pay, compatible with his or her physical condition, of such classification and position are available;
2. A photo static copy of the discharge or certificate of service must accompany all requests for reinstatement or reappointment;
3. The veteran is entitled to salary, benefits or other advancement accruing to the position during military absence as follows:
  - a. Sick leave - that amount which had been accumulated at the time of entering service.
  - b. Vacation leave - time spent on military leave will be counted in determining the employee's length of service, but no vacation credit will be accumulated during the time spent on military leave.
  - c. Change in classification or pay range which would have accrued to the employee if he or she had been on the job; and
  - d. Any automatic salary adjustments associated with the position that the employee would have received had he or she been on the job.
  - e. Employees on military leave who thereafter return to employment with the "CITY" shall receive retirement credit for all time spent in active military service.

**Section 4. Industrial Illness - Injury:** In cases of compensable industrial illness or injury, a leave of absence shall be granted when appropriately supported by medical evidence. Such leave shall be automatically terminated when the employee is placed upon such degree of permanent disability as prevents his performance of the duties of his job or when he returns to work.

## **ARTICLE 24**

### **SALARY FOR DISABLED EMPLOYEES**

**Section 1.** When an employee is disabled in the discharge of his duty, he shall be paid his regular salary, for a minimum of three (3) months.

**Section 2.** The Department supervisor and the Service Director may at their option extend for an additional three months period of disability pay. The department supervisor and the Service Director will, at any time and at the cost of the City, have the right to order the affected employee to submit to an examination by a physician approved by the Union from a list on file with the Service Director to determine the extent of the disability. If a disagreement exists between the Service Director and the department supervisor over the need for such examination,

the Mayor shall decide whether such examination shall be required. Whenever such an examination is ordered, the Service Director shall notify the Union in writing and in advance of the examination.

**Section 3.** This disability leave shall be used before an employee's accumulated sick leave can be used.

**Section 4.** Should the period of disability exceed the disability leave the City shall continue to provide said employee with full normal insurance coverage for at least six (6) additional months. The provisions of this Article shall in no event exceed the period of disability.

**Section 5.** If an examination results in a determination that any employees can perform light duty, the employees shall report to work for assignment of duties that fall within their capabilities as determined by the examination and are not harmful to the employee.

**Section 6.** In no case shall an employee be entitled to Disability pay under the terms of this Article where such employee is employed or receives compensation from, any other employer.

## **ARTICLE 25**

### **PROVISIONS REGARDING LEAVES OF ABSENCE**

**Section 1.** All leaves of absence (and any extensions thereof), must be applied for and granted or rejected, within five (5) working days, in writing on forms to be provided by the "CITY". An employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the "CITY". When an employee returns to work after a leave of absence, he will be assigned to the position which he formerly occupied or to a similar position if his former position is not vacant or no longer exists at his current rate of pay.

**Section 2.** If it is found that a leave of absence is not actually being used for the purpose for which it was granted, the "CITY" may cancel the leave, direct the employee to return to work, and impose disciplinary action.

**Section 3.** An employee who fails to report to work at the expiration or cancellation of a leave of absence, or fails to secure an extension of such leave, shall be deemed to be absent without leave and shall be subject to loss of seniority under Article 13, Seniority.

## **ARTICLE 26**

### **JURY DUTY**

**Section 1.** An employee who is called for jury service, (Municipal, County, State or Federal), during any regular scheduled work day, shall be excused from work for the days on which he services and shall receive, for each day of jury service, the difference between eight (8) times his average hourly earnings, and the payment received for jury service. The employee shall present proof of service and the amount of pay therefore to the Superintendent or Foreman of his department.

**Section 2.** If an employee does not have to serve on jury duty as indicated above in Section 1, upon notification by the Court/s that the employee's services will not be needed, the employee shall return to work within 1/2 hour if in Massillon or 1 hour if in Canton provided the employee's scheduled work day will still be working within normal quitting times.

## **ARTICLE 27**

### **FUNERAL LEAVE**

**Section 1.** An employee shall be granted up to five (5) work day's funeral leave in event of death of a member of the immediate family. Such funeral leave shall be deducted from the employer's accumulated sick leave, if the employee desires.

**Section 2. Immediate Family:** An employee's immediate family, as referred to herein, shall include his spouse, mother, father, child, brother, sister, sister-in-law, brother-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchild, a legal guardian or other person who stands in place of a parent (loco parentis).

## **ARTICLE 28**

### **VACATIONS**

**Section 1.** All employees except temporary and seasonal employees shall be granted vacation with pay as follows:

- a. Two (2) calendar weeks per year after the completion of one (1) full year of employment.
- b. Three (3) calendar weeks per year after the completion of five (5) full years of employment.
- c. Four (4) calendar weeks per year after the completion of ten (10) full years of employment.
- d. Five (5) calendar weeks per year after the completion of fifteen (15) full years of employment.

- e. Six (6) calendar weeks after twenty (20) full years of employment.

**Section 2.** Employees who so desire may take earned vacation leave according to the following plans. Two (2) weeks (10 days) of earned vacation must be taken as time off, unless an employee is in his retiring year. Employees with earned vacation in excess of two (2) weeks (10 days) may take the remainder in any combination of earned vacation leave and/or base pay in lieu of earned vacation leave. Vacation pay may be collected on the payday before taking vacation with notice. A retiring employee may use any combination of vacation and/or base pay in lieu of earned vacation with notice.

**Section 3.** Vacations become due on or after January 1 of each year. After an employee completes one (1) full year of service, the anniversary date of employment for vacation purposes shall be January 1 of each year. Service credit shall be given for consecutive service in any department of the "CITY" including approved leave of absence.

**Section 4.** Vacations shall be scheduled by seniority in each department upon the request of the employee. The vacation period shall be from January 1 thru December 31, and no portion of the vacation may be carried over into the next year. The employee's vacation request shall be granted unless such request allegedly affects operations of the department in which the employee works. In that event, Management shall grant at least one (1) employee his/her request and right to accrued vacation during any period or periods of any year. Two (2) employees will be permitted to be on vacation in the solid waste department at the same time.

In event of denial of an employee's vacation request, a meeting shall be scheduled between the Union President and the Service Director to resolve the dispute.

**Section 5.** Holidays occurring during an employee's vacation will not be counted as part of the vacation. The employee shall receive a future day off or eight (8) hours pay, as elected by the employee.

**Section 6.** Upon death of the employee, any unused vacation shall be paid to the surviving spouse, or if none survives, to the employee's estate.

## **ARTICLE 29**

### **HOLIDAYS**

**Section 1.** All employees shall receive the following holidays with their regular pay:

Employee's Anniversary Date	Labor Day
January 1st	Veteran's Day
President's Day (3rd Monday in February)	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
July 4th	Employee's Birthday
	Martin Luther King Day

**Section 2.** If any of the holidays fall on Sunday, the following Monday shall be observed as the holiday. If any of the holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

**Section 3.** An employee who works on a holiday shall be paid one and one-half times (1 1/2) his normal hourly rate for hours worked in addition to holiday pay.

**Section 4.** In order to be eligible for holiday pay provided herein, an employee must comply with the following provisions:

1. An employee, who is scheduled to work on any holiday, but who fails to report and perform his scheduled or assigned work, shall become ineligible to be paid for the unworked holiday, unless he failed to perform such work because of sickness or because of a death in his immediate family.

2. An employee, who fails to work both on his last scheduled work day prior to his first scheduled work day following the day on which the holiday is observed, shall become ineligible to be paid for the unworked holiday, unless he failed to work because of sickness or because of a death in his immediate family.

#### **ARTICLE 30** **CALL-BACK PAY**

**Section 1.** An employee called back to work beyond their normal quitting time shall be paid at the overtime rate for all hours worked, provided however, the minimum call-back shall be two (2) hours at the overtime rate.

Provided however, that it is understood that once an employee clocks out and has not left the City premises and is requested by the supervisor to complete the job that has been called in which constitutes an emergency type situation, the Union agrees that the two (2) hour call-back provision shall not apply.

#### **ARTICLE 31** **REPORT-IN-PAY/INCLEMENT WEATHER**

**Section 1.** An employee, who reports to work on a normally scheduled work day without notice not to report, shall receive eight (8) hours work or eight (8) hours pay at the applicable rate of pay in lieu thereof.

**Section 2.** If the weather is too cold or severe in the judgment of the department head, he may assign crews to work indoors. If any crew feels that weather is too cold or severe, they may be excused from working if the temperature is below 10 degrees F., if they are required to work outside their vehicles; but those excused will not be paid. However, they may work on Saturday or Sunday to make up lost days and will be paid at straight time rate for working on make-up days.



## **ARTICLE 32** **LONGEVITY**

**Section 1.** Bargaining Unit employees shall be paid longevity pay rolled into their base hourly rates of pay as indicated in APPENDIX "B" according to the following continuous service:

### **Continuous Service**

- 5 years, less than 10 years
- 10 years, less than 15 years
- 15 years, less than 20 years
- 20 years, less than 25 years
- 25 years, less than 30 years
- 30 years, or more

**Section 2.** Employees continuous service record shall be determined by using the last date of hire with the "CITY". Continuous service shall include paid sick leave, approved leaves of absences and tour(s) of duty in any branch of the Armed Services of the United States. -An employee who has had his service with the "CITY" terminated and is later rehired, shall have his new continuous service begin the day of rehire for purpose of this Section.

**Section 3.** Each employee shall advance to the next higher group classification on the first day of the month following the anniversary date of his employment with the "CITY" which entitles him to such advancement.

## **ARTICLE 33** **HOSPITALIZATION/LIFE INSURANCE**

**Section 1. Hospitalization:** The hospitalization plan may provide for a One Hundred Dollar (\$100.00) deductible for in network single coverage, Two Hundred Dollar (\$200.00) deductible for in network family coverage, and Two Hundred Dollar (\$200.00) deductible for out of network. For the next One Thousand Five Hundred Dollars (\$1,500.00) in covered expenses, the Employer shall pay ninety percent (90%), and the Bargaining Unit Member shall pay ten percent (10%) in network and eighty percent (80%) Employer/ Twenty percent (20%) Bargaining Unit Member out of network.

After the Bargaining Unit Member has paid the maximum of Seven Hundred Fifty Dollars (\$750.00), the Employer shall pay one hundred percent (100%) of all covered expenses. The Bargaining Unit Member's responsibility shall not exceed a total of Seven Hundred Fifty Dollars (\$750.00) in any calendar year for hospitalization and major medical expenses that are covered

Each bargaining unit member shall be provided with a "Drug Card". With the use of this card the bargaining unit member could pay up to a maximum of Thirty five dollars (\$35) per non-formulary prescription, Twenty dollars (\$20.00) per formulary prescription and Ten dollars (\$10.00) per generic prescription. The remainder of the prescription card shall be paid by the Employer. The fees paid by the bargaining unit member while using this card may not be included in their total annual deductible.

All bargaining unit members shall be furnished with a fully paid life insurance policy on ten thousand dollars (\$10,000.00). The coverage shall provide double indemnity provisions for accidental death or dismemberment. The Employer shall provide at no cost to the bargaining unit members, this policy.

**Section 2.** The City may offer alternative health care plans to qualified members of the AFSCME Union that deviate from Section 1 of this Article.

**Section 3.** Each employee of the AFSCME Union shall have the right to choose between the City plan or alternative plan during each enrollment period. Before any alternate plans are offered to any individual member of the AFSCME Union, the City will provide the Union with all available information on each and every plan it has to offer.

#### **ARTICLE 34** **AFSCME UNION HEALTH AND WELFARE FUND**

**Section 1.** Effective July 1, 2003, the "CITY" shall pay \$53.75 each month for each employee in classifications represented by the "UNION" into the AFSCME Health and Welfare Fund to provide the following coverage:

- a. Life Insurance
- b. Vision Care Benefits
- c. Hearing Aid Benefits
- d. Dental Plan II to Include all dependents and spouse
- e. Legal Plan

Any employee in classifications represented by the "UNION" who were provided other coverage than the above by the "CITY", the "CITY" agrees to stop payment and coverage and shall only provide the AFSCME Health and Welfare benefit payment to the "UNION" for employees covered under this Agreement.

## **ARTICLE 35**

### **RETIREMENT**

**Section 1.** Upon retirement, an employee shall receive a lump sum payment of unused sick leave according to the following formula in Section 2.

**Section 2.** Up to one hundred seventy (170) sick days, full compensation (six-month (6) salary); plus full compensation of forty percent (40%) of sick days in excess of one hundred seventy (170).

**Section 3.** In case an employee leaves the service of the "CITY" after five (5) years' service, he shall be paid forty percent (40) of his accumulated sick leave.

**Section 4.** An employee that retires and receives lump sum payment shall not be eligible for further lump sum payment of unused sick leave.

**Section 5.** Upon death of an employee, a lump sum payment of accumulated sick leave shall be paid according to Section 2, to the surviving spouse, or if none survives, to the estate.

## **ARTICLE 36**

### **NON-DISCRIMINATION/UNION MEMBERSHIP AND ACTIVITIES**

**Section 1.** The "CITY" recognizes the right of all employees and all applicants for employment to be free to join the "UNION" and to participate in lawful concert "UNION" activities. Therefore, the "CITY" agrees that there shall be no discrimination, interference, restraint, coercion, or reprisal by the "CITY" against any employee or applicant for employment because of "UNION" membership or because of any lawful activity in an official capacity on behalf of the "UNION", or as to age, sex, marital status, race, color, creed, national origin, political affiliation, or disability/handicap.

## **ARTICLE 37**

### **EXTRA CONTRACT AGREEMENTS**

**Section 1.** It is agreed that any or all verbal and written agreement which add to or amend or delete the provisions of this Agreement shall be negotiated by the Mayor or his designees and the President of Local 996 or his designated officers. Any verbal and written agreements that do not meet the above criteria are null and void. This provision shall not be interpreted to encompass nor alter the recognition clause or Management Rights clause of this Agreement.

**ARTICLE 38**  
**NON-DISCRIMINATION/CIVIL RIGHTS**

**Section 1.** Both the "CITY" and the "UNION" recognize their respective responsibilities under Federal and State Civil Rights Laws, Fair Employment Practice Acts, and other similar constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of criminate in any matter relating to employment on the basis of race, color, creed, national origin, age or sex, marital status political opinions or affiliations or handicap.

**ARTICLE 39**  
**CONSULTATION/PARTICIPATION AND/OR CONCURRENCE**

**Section 1.** It is agreed that in the event of any Federal, State or other type jobs/work program is legislated by any entity outside the "CITY" of Massillon, the "CITY" and "UNION" shall meet within 30 days of such legislation or being furnished up-to-date current Rules and Regulations and Procedures, to negotiate any such legislation effect on wages, hours, and all other conditions of employment on bargaining unit employees.

**ARTICLE 40**  
**FORM/TOOL ALLOWANCE**

**Section 1. Tools:** The "CITY" agrees to continue the practice of furnishing and providing all tools and equipment needed by mechanics in the performance of their jobs at no cost to those employees.

**Section 2. Uniforms:** The "CITY" agrees to furnish and provide employees within the Parks Department, Service Garage, and the Solid Waste Department with four (4) complete sets of uniforms or coveralls per year at no cost to the employee and further agrees to supply three (3) complete sets to the Electric Department with the understanding be mandatory to be worn during all working hours.

**ARTICLE 41**  
**SAFETY AND HEALTH**

**Section 1. Union Cooperation:** Safety is a mutual concern to the "CITY" and the "UNION". The "UNION" will cooperate with the "CITY" in encouraging employees to observe all safety rules and practices necessary to maintain a safe and healthful workplace.

**Section 2. City Cooperation:** The "CITY" shall make every reasonable effort to comply with Federal, State or Local Safety and Health laws, rules and regulations.

**Section 3. Personal Protective Equipment:** Where personal protective equipment is needed to protect employees from injury or work that may affect the health of employees, then person protective equipment shall be provided by the "CITY".

The "CITY" shall provide to employees in the Sanitation Department, foul weather gear, such as raincoats, at no cost to the employee and will replace as needed.

The City shall purchase safety equipment required to operate chain saws.

**Section 4. First Aide Kits:** First Aid Kits shall be made available at "CITY" facilities and easily accessible to all work sites.

**Section 5. Safety Shoes/Boots:** The "CITY" shall pay eighty dollars (\$80.00) each year towards the purchase of safety-toed shoes or boots to be effective April 1, 1997. Safety-toed shoes or boots shall be mandatory on July 1, 1984 and for the term of this agreement. In the event an employee has a physical or medical problem in the wearing of said safety-toed shoes or boots, then employees shall be required to wear a similar type work shoe or boot while working for the "CITY" during working hours. Medical proof may be required at the request of the "CITY". Arrangements on payment for said shoes or boots shall be mutually agreed upon between the parties to this agreement.

## **ARTICLE 42**

### **LABOR/MANAGEMENT MEETINGS**

In the interest of sound Labor/Management and to promote harmonious relations, a labor/management committee shall be established. Meetings shall be held quarterly each year and shall be scheduled by convenient, mutually agreed to times by the parties. Additional meetings may be scheduled by mutual agreement. The committee shall be made up of the Mayor and/or his designee and two (2) members of the local union. An Ohio Council 8 staff representative may attend such meetings and each side may invite one (1) additional member on an "ad-hoc" basis. Additional meetings may be scheduled by mutual agreement. Labor members of the committee shall suffer no loss of pay for attending said meetings.

An agenda shall be exchanged at least three (3) working days in advance of the scheduled meeting with a list of matters to be discussed and acted upon in the meeting. The City agrees to post the Chain-of-Command for all departments.

## **ARTICLE 43**

### **CONTRACTING OUT**

**Section 1.** The "CITY" reserves the right to contract or subcontract out projects which require a high degree of specialization so long as the employment of current employees is not jeopardized by the contracting out of such work.

The employee's current work week shall not be shortened or curtailed and the employee's rate of pay shall not be affected by such contracting.



The "CITY" shall not use this section to erode bargaining unit work or to dispose of or not replace equipment. When changes in replacement equipment change staff size, the "UNION" and Management will meet to negotiate wages, hours, and working conditions.

#### **ARTICLE 44**

#### **WAGES AND OTHER COMPENSATION**

**Section 1. Wages:** Effective April 1, 2006, employees within the bargaining unit shall receive a 0.0% hourly wage increase and which shall be added to all steps of the wage schedule;

Effective April 1, 2007, 4.0% hourly wage increase will apply to all steps of the wage schedule;

Effective April 1, 2008, 4.0% hourly wage increase will apply to all steps of the wage schedule.

**Section 2. Employer Pickup; Fringe Benefit Method:** During the term of this Agreement, the Public Employees Retirement System increases the employees contribution, the "CITY" agrees to "pick up" such increase.

**Section 3. Employer Pickup - Deferred Compensation Method:** Effective the first pay day after April 1, 1985, that portion of the employee contribution to the Public Employees Retirement System of Ohio equal to eight and one-half percent (8 1/2%) of the employee's earned compensation shall be picked up (assumed and paid) on behalf of the employee, and in lieu of payment to the employee and by the employee, by the City of Massillon. If the employee's percentage of contribution is increased by the Public Employees Retirement System of Ohio, the "CITY" will pick up and pay the additional contribution amount. The provisions of this paragraph shall apply uniformly to all employees of the bargaining unit, and no employee shall have the option to elect a wage increase or other benefit in lieu of the payment provided for herein. The "CITY" shall, in reporting and making remittance to the Public Employees Retirement System of Ohio, report that each employees contribution has been made as provided by statute.

The sum paid hereunder by the "CITY" on behalf of the employee, i.e., eight and one-half percent (8 1/2%) of the employee's earned compensation, is not to be considered additional salary or wages and shall not be treated as increased compensation and shall be deducted from gross pay. For purposes of computing the employee's earnings or basis of his contribution to the Public Employees Retirement System of Ohio, the amount paid by the City on behalf of the employee as his statutory obligation is intended to be and shall be considered as having been paid by the employee in fulfillment of his statutory obligation.

Holiday pay, overtime pay, vacation pay, compensation pay, severance pay, and any other earned compensation shall be computed on an employee's base pay, before deferrals.

The "CITY" shall keep the proper records of an employee's gross pay (before deferral) for pension purposes, further the "CITY" shall keep the proper records of an employee's adjusted gross pay for income tax purposes.

**Section 4.** Original hire of an employee shall be at the entrance rate of the classification concerned and future advancement within a pay range shall be as follows:

a. On the first day of the payroll period following the anniversary date of his employment (continuous service) with the "CITY", each employee shall advance within the pay rate for this appropriate grade class to the pay rate which his years of continuous service entitles him to advance. Said employee shall continue to so advance each year until he has reached the maximum rate for his grade class.

b. When an employee's initial compensation is at a step rate higher than the entrance rate for the grade class in which he is employed, said employee shall advance to the next higher rate for his grade class on the first day of the payroll period following the anniversary date of his employment with the "CITY". Said employee shall continue to so advance each year until he has reached the maximum rate for his grade class.

c. Upon recommendation of the Safety-Service Director, the Mayor may approve initial compensation at a rate higher than the minimum rate in the pay range for the class when the needs of the service so require; provided that any such exception is based on the outstanding and unusual character of the employee's experience and ability over and above the qualification requirements specified for the class, or that a critical shortage of applicants exists. In the later case, any incumbents in the same class receiving a lower rate shall have their rates increased to the rate established for the entrance of new employees.

**Section 5. Starting Rate on Return to Duty:** When an employee returns to duty in the same class of position after separation from the "CITY" service of not more than one (1) year, which separation was not due to discreditable circumstances, such employee shall receive the rate in the pay range at the step corresponding to the step rate received at the time of separation, and shall subsequently serve there for at least such period as is normally required for advancement to the next higher rate.

**Section 6. Starting Rate on Return from Military Service:** Any employee who leaves or has left the "CITY" service to enter the active service of the Armed Forces of the United States, and who subsequently is reinstated to a position previously held by him, shall be entitled to receive the rate of compensation at the step to which he would have been entitled had his service with the "CITY" not been interrupted by service in the Armed Forces.

**Section 7. Pay Checks:** Pay checks and W-2 forms will be distributed to bargaining unit employees in a sealed envelope.

## **ARTICLE 45**

### **RESIDENCY**

**Section 1. Residency:** All employees must reside within the Massillon Municipal Court District within one (1) year of being hired for employment and continue to maintain residency within the Massillon Municipal Court District at all time during such continued employment.

If at any time the State adopts a residency law that conflicts with this Section, the State residency law shall supersede the more restrictive requirements of this Section.

**Section 2. Commercial Driver's License:** Employment with the City is based on the necessity to keep current and valid all operating permits required by the City of Massillon or the State of Ohio.

Any Bargaining Unit member who, through a court or insurance action, loses their required license may be subject to discipline up to and including dismissal.

Any employee who loses their eligibility to operation a vehicle requiring a commercial driver's license (CDL) shall have two hundred seventy (270) days to re-obtain their commercial driver's license (CDL) privileges.

An employee who loses their commercial driver's license (CDL) may be pieced on a non-driving status if a position is available. If no position is available, the employee shall be placed on an unpaid leave of absence during the two hundred seventy (270) day re-obtainment period. The employee may, during the period, use acquired vacation or compensatory time.

The City agrees to reimburse employees the renewal costs of their CDL upon proof of renewal.

## **ARTICLE 46**

### **SUCCESSOR**

**Section 1.** This agreement shall be binding upon the parties hereto together with their respective successors and assigns.

**Section 2. Savings Clause:** The agreement shall be subject to any applicable present and future Federal, State laws outside the provisions of this Agreement in accordance with O.R.C. Section 4117.10 (a).

If any Article of this Agreement, or any part thereof, should be made invalid by operation of law, or by any tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

Subject to the paragraph above, and found or made invalid, the "CITY" and the "UNION" shall meet within thirty (30) working days to negotiate a legal alternate to that specific portion of the contract only.

**ARTICLE 47**  
**GRIEVANCE AND MEDIATION**

Section 1. All grievances which have been appealed to arbitration will be referred to mediation unless either part determines not to mediate a particular grievance. Arbitration scheduling will give priority to cases which have first been to mediation.

Section 2. The parties shall mutually agree to a panel of mediators to serve in the capacity of grievance mediators. Panel members must be experienced mediators and/or arbitrators with mediatory skills. Mediation panel members may not serve as arbitrators.

Section 3. The grievant or steward, as designated by the Union, shall have the right to be present at the mediation conference. Each party may have no more than two (2) representatives at the mediation meeting, but each party may consult with as many other individuals that it deems necessary.

Section 4. The mediator may employ all of the techniques commonly associated with mediation, including private caucuses with the parties, but the taking of oaths and the examination of witnesses shall not be permitted and no verbatim record of the proceeding shall be taken. The purpose of the mediation effort is to reach a mutually agreeable resolution of the dispute and there will be no procedural constraints regarding the review of facts and arguments. Written materials presented to the mediator will be returned to the party at the conclusion of the mediation meeting.

Section 5. Mediation efforts will be informal in nature. In the event that a grievance that has been mediated is not resolved by mediation efforts, there shall be no reference in the arbitration proceeding to the Mediator's advisory opinion or the information presented by either side at the mediation meeting.

Section 6. At the mediation conference the mediator shall first seek to assist the parties in reaching a mutually satisfactory settlement of the grievance which is within the parameters of the collective bargaining agreement. If a settlement is reached, a settlement agreement will be entered into at the mediation conference. The mediator shall not have the authority to compel the resolution of a grievance.

Section 7. If a grievance remains unresolved at the end of the mediation session the mediator will provide an advisory opinion as to how the grievance is likely to be decided if it is presented at arbitration. This opinion is non-binding and inadmissible in any subsequent arbitration proceeding.

Section 8. If the parties do not accept the advisory opinion, the Union may appeal the grievance to arbitration. All applicable time limits for appealing a grievance to arbitration contained in the parties' collective bargaining agreements shall commence the date the Union receives the mediator's advisory opinion.

Section 9. The dates, times and places of mediation sessions will be determined by mutual agreement by the parties. Each party shall designate a representative responsible for scheduling mediation sessions.

Section 10. The fees and expenses to be charged by the mediator shall be shared equally by the parties.

**ARTICLE 48**  
**DURATION AND TERM**

Section 1. This Agreement shall be effective April 1, 2006, and shall continue in effect until March 31, 2009, unless either party gives written notice to the other party at least ninety (90) days prior to March 31, 2009, to terminate, modify or negotiate a successor collective bargaining agreement



**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement this  
\_\_\_\_ day of September, 2006, effective April 1, 2006.

**FOR THE UNION, LOCAL 996  
AFSCME, AFL-CIO**

**FOR THE CITY OF MASSILLON, OHIO**

\_\_\_\_\_  
, President

\_\_\_\_\_  
Francis H. Cicchinelli, Jr., Mayor

\_\_\_\_\_  
, Negotiating Committee

\_\_\_\_\_  
Michael Loudiana, Director of Public  
Safety & Service

\_\_\_\_\_  
, Negotiating Committee

\_\_\_\_\_  
, Negotiating Committee

**FOR OHIO COUNCIL 8, AFSCME, AFL-CIO**

\_\_\_\_\_  
Fred L. Hartsel, Staff Representative

### **SIDE LETTER**

The parties agree that for the term of this Agreement (2006-2009), the staffing levels of the current classifications shall remain unchanged except in the case of a layoff. The parties further agree that the staffing level of the classification of Truck Driver in the Streets department shall be increased from four (4) to five (5) Truck Drivers.

**ATTACHMENT #1**

**ORDINANCE BY CITY COUNCIL**

This Agreement between the parties shall be submitted to City Council with a request and recommendation by the Mayor and the City for approval. However, the Committee shall be furnished copies of any Ordinance prior to said submission for review and approval before submission to City Council.

ATTACHMENT #2

SUBJECT: RULE ON LIFE LINES FOR SEWER WORKERS

Dated: \_\_\_\_\_

It has always been considered safe practice for men investigating or working in sanitary or storm sewers to be equipped With a life line and to have a fellow workman standing by outside for assistance if and when it is needed perhaps in some instances, Department Heads have used equivalent tools for this kind of work, such as air packs, masks, or air exhausters.

Repeatedly, we read of a tragedy in another town where someone is overcome and dies as a result of sewer gas. Death, although attributable to sewer gas is even more attributable to the absence of safe practices in this kind of work.

Effective immediately, all Department Heads and City employees are instructed to provide and use life lines or equivalent protective equipment to investigate or work in manholes or utility lines where there is any possibility of affixation with a fellow employees standing by as an attendant.

This will undoubtedly be more time consuming and in some instances, require additional help. This is inconsequential when compared to loss of life.

If Departments involved in this work need lines or harnesses so that this procedure is effective, they are hereby instructed to purchase this equipment wherever and whenever needed.

WHEN IN DOUBT, USE IT!

\_\_\_\_\_  
Service Director

ATTACHMENT #3

SUBJECT: RULES ON ACCIDENT REPORTS

Dated: 2/19/98

All employees driving City-owned vehicles, whenever involved in an accident, are to call the Police immediately and report the accident to their Department Head immediately. This directive applies to all accidents, however, slight, whether there is any damage or not, whether another vehicle is involved or not, and including damage to private property.

Violation of directive will result in IMMEDIATE SUSPENSION following a pre-disciplinary hearing.

WHEN IN DOUBT, CALL POLICE AND REPORT TO DEPARTMENT HEAD.

---

Service Director



#### ATTACHMENT #4

#### SUBJECT: RULES ON BACKING OF TRUCKS

Dated: \_\_\_\_\_

Previous accidents emphasize the dangers involved in City trucks backing in and out of driveways, alleys, and on public streets.

This is particularly acute in Departments that use large trucks because there exist certain blind areas to the rear under the best of conditions.

We have given present practices considerable thought and it has been decided that, even though the following will result in some additional work and inconvenience, we must make this change to insure that no similar accidents will happen in the future.

Consequently, effective immediately, all Department Heads and City employees are instructed not to use public or private driveways or alleys where it is necessary to back in or out with large trucks and not to back up such trucks on public streets. The only exceptions permitted will be:

1. Where extreme and unusual circumstances warrant, or
2. Where it is required in the work process, (such as will sometimes occur in the Street, Electric, and Sewer Departments).

....and in each and every such instances, the Helper (or other City employee) must be in a position to clearly observe all the backing area, and he must observe and direct the Truck Driver in the safe execution of this maneuver.

Except as required in the work process, all Truck Drivers are required to inform their Department Head if you have any doubts on the application of this rule so that there is no misunderstanding of what is intended.

Employees are also reminded that they are required to obey all traffic regulations while driving City trucks.

\_\_\_\_\_  
Service Director

APPENDIX "A"

REPORT OFF FORM

Any employee receiving a report of absence is required to complete this form and give it to his Supervisor as soon as possible.

=====

Employee reported off: \_\_\_\_\_

Person reporting absence: \_\_\_\_\_

Circle one:    By Phone    In Person    By Note

Reason for absence: \_\_\_\_\_

Doctor Called? \_\_\_\_\_ Who? \_\_\_\_\_

When? \_\_\_\_\_

Expects to return to work on: \_\_\_\_\_

Report received by: \_\_\_\_\_

Date: \_\_\_\_\_ Hour: \_\_\_\_\_

=====

Approved: \_\_\_\_\_  
Department Head

Disapproved: \_\_\_\_\_

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

**APPENDIX "B"**  
**WAGE SCHEDULE**

## GRIEVANCE SETTLEMENT AGREEMENT

WHEREBY Cliff Lackey (hereinafter "LACKEY"), has filed a grievance through his representative, AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES (hereinafter "AFSCME"), with regards to the circumstances regarding his layoff by the CITY OF MASSILLON (hereinafter "MASSILLON"), his return to work to the Wastewater department following a layoff in 2004, his desire to return to the Streets department, and his seniority status; and

WHEREBY, the parties agree that it is in their best interest to settle the grievance short of arbitration without any admission by either party;

THEREFORE, the parties agree as follows:

1. LACKEY shall be returned to the classification of Laborer within the Streets Department following the signing of this Agreement, and shall fill the Laborer position posted on May --, 2006; and
2. LACKEY shall be credited with seniority for any and all time working as a Laborer in the Massillon Wastewater department; and
3. That AFSCME and Lackey shall withdraw any and all pending grievance(s) regarding the circumstances regarding his layoff, his return to work to the Wastewater department following a layoff in 2004, his return to the Streets department, and his seniority; and
4. That AFSCME shall not accept or agree to file any type of grievance or action on behalf of any other bargaining unit member impacted by this Agreement; and
5. That neither party admits to any wrongdoing in this matter and that this settlement is designed to resolve the issue in the most efficient manner while preserving the resources of the parties; and
6. That neither party shall use the settlement of this grievance as precedent in any other grievance.

For City of Massillon

For the AFSCME

\_\_\_\_\_  
Mike Loudiana

\_\_\_\_\_  
Fred Hartsell

# CITY OF MASSILLON

CODE

0%

AFSCME

APRIL 1, 2006 - MARCH 31, 2007

(PAY PERIOD MARCH 20, 2006 - MARCH 18, 2007)

PAID 3/23/07

2006	ENT.	1 Yr	2 Yr	5 Yr	10 Yr	15 Yr	20 Yr	25 Yr	30 Yr
1-H	11.45	11.73	11.96	12.23	12.42	12.67	12.88	13.24	13.57
3-H	11.98	12.31	12.62	12.88	13.06	13.32	13.54	13.90	14.23
6-H	12.75	13.06	13.39	13.67	13.86	14.19	14.34	14.69	15.04
9-H	14.12	14.64	15.28	15.50	15.70	15.97	16.20	16.55	16.91
10-H	14.77	15.30	15.74	16.03	16.26	16.51	16.73	17.09	17.46
11-H	15.40	15.93	16.52	16.86	17.07	17.32	17.55	17.92	18.28
12-H	16.30	16.84	17.40	17.70	17.94	18.20	18.44	18.83	19.19
13-H	16.97	17.51	18.05	18.42	18.63	18.85	19.14	19.49	19.89
14-H	17.68	18.22	18.77	19.14	19.36	19.58	19.85	20.23	20.62
15-H	18.35	18.90	19.46	19.82	20.02	20.29	20.56	20.95	21.33
16-H	19.07	19.61	20.16	20.49	20.72	21.00	21.27	21.64	22.05

CODE

4%

AFSCME

APRIL 1, 2007 - MARCH 31, 2008

(PAY PERIOD MARCH 19, 2007 - MARCH 16, 2008)

PAID 3/21/08

2007	ENT.	1 Yr	2 Yr	5 Yr	10 Yr	15 Yr	20 Yr	25 Yr	30 Yr
1-H	11.91	12.20	12.44	12.72	12.91	13.18	13.39	13.77	14.11
3-H	12.45	12.80	13.13	13.39	13.58	13.85	14.08	14.46	14.80
6-H	13.26	13.58	13.92	14.21	14.42	14.75	14.91	15.27	15.64
9-H	14.68	15.23	15.89	16.12	16.33	16.61	16.84	17.22	17.59
10-H	15.36	15.91	16.37	16.67	16.91	17.17	17.40	17.78	18.16
11-H	16.02	16.57	17.19	17.53	17.75	18.01	18.25	18.63	19.01
12-H	16.96	17.52	18.10	18.41	18.66	18.93	19.17	19.59	19.95
13-H	17.65	18.21	18.77	19.15	19.38	19.61	19.91	20.27	20.69
14-H	18.39	18.95	19.52	19.90	20.13	20.37	20.65	21.04	21.44
15-H	19.09	19.65	20.24	20.61	20.82	21.10	21.38	21.78	22.19
16-H	19.83	20.40	20.96	21.31	21.55	21.83	22.12	22.50	22.93

CODE

4%

AFSCME

APRIL 1, 2008 - MARCH 31, 2009

(PAY PERIOD MARCH 17, 2008 - MARCH 22, 2009)

PAID 3/27/09

2008	ENT.	1 Yr	2 Yr	5 Yr	10 Yr	15 Yr	20 Yr	25 Yr	30 Yr
1-H	12.39	12.68	12.94	13.23	13.43	13.70	13.93	14.32	14.67
3-H	12.95	13.31	13.65	13.93	14.12	14.40	14.65	15.04	15.39
6-H	13.79	14.13	14.48	14.78	14.99	15.34	15.51	15.88	16.26
9-H	15.27	15.84	16.52	16.76	16.98	17.27	17.52	17.90	18.29
10-H	15.98	16.55	17.03	17.34	17.58	17.85	18.10	18.49	18.88
11-H	16.66	17.23	17.87	18.23	18.46	18.73	18.98	19.38	19.78
12-H	17.64	18.22	18.82	19.15	19.40	19.68	19.94	20.37	20.75
13-H	18.36	18.94	19.52	19.92	20.16	20.39	20.70	21.08	21.52
14-H	19.12	19.71	20.30	20.70	20.94	21.18	21.47	21.89	22.30
15-H	19.85	20.44	21.05	21.43	21.65	21.94	22.24	22.66	23.08
16-H	20.63	21.21	21.80	22.17	22.41	22.71	23.01	23.40	23.85



DATE: OCTOBER 16, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

*Passed*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 157 - 2006

BY: RULES, COURTS AND CIVIL SERVICE COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a contract agreement with the AFSCME, Ohio Council 8, Local 996 covering the Street Department, Garage, Traffic and Safety and Parks Department employees that shall be in effect from April 1, 2006 through March 31, 2009, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

The Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, be and hereby are authorized to enter into a contract agreement with the AFSCME, Ohio Council 8, Local 996 covering the Street Department, Garage, Traffic and Safety and Parks Department employees that shall be in effect from April 1, 2006 through March 31, 2009.

Section 2:

That this Ordinance is declared to be an emergency measure immediately necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary for the more efficient operation of the various departments in the City of Massillon. Provided it receives the affirmative vote of two-thirds of the elected members of Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006

APPROVED: \_\_\_\_\_  
MARY BETH BAILEY, CLERK OF COUNCIL    GLENN E. GAMBER, PRESIDENT

APPROVED: \_\_\_\_\_  
FRANCIS H. CICCHINELLI, JR., MAYOR

**AGREEMENT  
BETWEEN  
EMPLOYEES OF  
THE CITY OF MASSILLON, OHIO  
AND  
AFSCME, OHIO COUNCIL 8, LOCAL 996,  
AFL-CIO**

**EFFECTIVE: APRIL 1, 2006  
EXPIRES: APRIL 1, 2009**

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## PREAMBLE

This Agreement made and entered into this day of \_\_\_\_\_, 2006 by and between the City of Massillon, Ohio (hereinafter referred to as the "CITY"), and Ohio Council No. 8 and Local 996 of the American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as the "UNION").

WHEREAS, it is the intent and the purpose of the parties hereto that this Agreement respect and promote the responsibilities and obligations of the "CITY" as well as the interests of its employees; avoid interruptions to and interferences with the "CITY's" services to the public; and set forth herein rates of pay, hours of work, and conditions of employment for employees covered by this Agreement;

NOW THEREFORE, in consideration of their mutual covenants herein contained, the parties agree to as follows:

## ARTICLE 1 RECOGNITION

**Section 1.** The "CITY" recognizes the "UNION" as the sole and exclusive representative of the employees of the "CITY", as hereinafter defined, for the purpose of collective bargaining with respect to any and all matters pertaining to wages, hours, and all other terms and conditions of employment, as provided for by the Collective Bargaining Law, within the bargaining unit.

**Section 2.** The bargaining unit covered under this agreement is identified as the following classifications/and departments/divisions within said unit:

(a) Street Department:

Storekeeper  
Heavy Equipment Operator  
Light Equipment Operator  
Truck Driver  
Laborer  
Temporary Laborer

(b) Sign Department-Street Department:

Sign Painter  
Laborer

(c) Service Garage-Street Department:

Chief Automotive Mechanic  
Automotive Mechanic



Diesel Mechanic  
Automotive Mechanic Assistant

(d) Solid Waste Department:

Truck Driver/Lead Worker  
Truck Driver  
Laborer

Subsection (d) Clerk/Dispatcher

(e) Traffic and Safety Department:

Electrician I  
Electrician II  
Electrician III  
Electrician Helper  
Electronic Technician  
Light Equipment Operator  
Truck Driver  
Laborer  
Temporary Laborer

(f) Parks Department:

Park Lead Worker  
Grounds Keeper  
Assistant Grounds Keeper  
Tree Trimmer  
Truck Driver  
Laborer

**Section 3.** Work performed by employees in the bargaining unit shall not be performed by excluded classifications, except under the following conditions:

- a. In event of emergency;
- b. Work necessary to restore and/or maintain normal operations where qualified bargaining unit employees are not available;
- c. Instructing or demonstrating proper method procedures of performing work operations;
- d. Inspection of faulty equipment to determine the cause and method of correction.

**Section 4.** Employees in all newly created job classifications established in any department, presently covered by definition of "employee", shall become part of the bargaining unit and shall

be covered by the terms and provisions of the Agreement, provided such newly created classifications are similar to any Classification then included in the bargaining unit.

**Section 5.** The parties shall meet at least twice per month in order to negotiate and finalize job descriptions. The City shall furnish updated copies of job descriptions to the employee/s or the union when requested.

**Section 6. Staffing.** The staffing of the following departments shall consist of at least the number listed in the following chart: (It is understood that if more than the minimum number occupy a classification, the surplus counts toward the required numbers in the lower classifications).

- (a) Street-Sign Department:
  - 2 Heavy Equipment Operators
  - 2 Light Equipment Operators
  - 5 Truck Drivers
  - 8 Laborers
- (b) Service Garage:
  - 1 Automotive Mechanic
  - 1 Automotive Mechanic Assistant
  - 1 Diesel Mechanic
- (c) Solid Waste Department:
  - 1 Lead Worker
  - 3 Truck Drivers
  - 6 Laborers
- (d) Traffic and Safety Department:
  - 1 Electrician
  - 1 Electronic Technician
  - 1 Electrician Helper
  - 1 Sign Painter
- (e) Parks Department:
  - 1 Lead Worker
  - 1 Tree Trimmer
  - 1 Truck Driver
  - 1 Grounds Keeper; OR
  - 1 Assistant Grounds Keeper
  - 2 Laborer

\*Emergency is a disaster such as fire, flood, riot or other extreme situations that have been declared an emergency by the Mayor or Service Director or the Governor of the State of Ohio.

**Section 7.** In the event that Operations Superintendent is off duty, a bargaining unit member

designated by the City shall be paid an additional \$1.00 per hour to perform the duties of Lead Worker in the Streets department.

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

Except to the extent modified or limited herein, the "CITY" has the right to:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structures;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.
10. Create a Cost Containment Committee to discuss ways to control insurance cost.

## **ARTICLE 3**

### **UNION SECURITY/DUES CHECK OFF/MAINTENANCE OF MEMBERSHIP**

**Section 1.** All employees in the bargaining unit shall be included and covered by the provisions, terms and conditions of this Article and Agreement.

**Section 2.** The "CITY" shall deduct the current monthly dues as designated by the Treasurer of the Union on the basis of individually signed dues deduction authorization cards. Dues deduction shall be deducted from the pay earned during the first pay period of each month. Deductions provided herein shall be transmitted to the Union within ten days deduction of the dues. The "CITY" shall furnish the "UNION" an alphabetical list of names of all employees whose dues

have been deducted together with its check for the total deductions. A copy of the dues deduction list shall be sent to Ohio Council 8, Akron Regional Office. **The Employer shall furnish the local Union and Ohio Council 8, a quarterly list of bargaining unit employees consisting of date of hire and address. Any change in employee status will be noted. Change of address must be provided to Department Head.**

**Section 3.** The Employer agrees to payroll deductions of Union dues, fees or assessments in accordance with this Article for all employees eligible for the bargaining unit.

**Section 4.** The employer agrees to deduct regular payroll deductions of dues, fees or assessments, from the pay earned during the first pay period of each month upon the date of issuance of the payroll warrant from the pay of any employee in the bargaining unit eligible for said deductions upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form, furnished by the Union, must be presented to the employer by the Union. Upon receipt of authorization, the Employer will deduct Union dues, fees or assessments from the payroll 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 5.** Pursuant to the provisions of Section 4117.09(C) of the Ohio Revised Code and effective as of April 1, 1984, all bargaining unit employees who are not members in good standing of the Union, shall be required to pay a fair share fee as a condition of continued employment. Further, all new employees hired after April 1, 1984 who do not become members of the Union, shall be required after the sixty-first (61st) day of employment to pay to the Union a fair share fee. Nothing herein shall require any employee to become a member of the Union nor shall fair share fees exceed dues paid by the members of the Union who are in the bargaining unit covered hereunder. The Union represents to the employer that it has prescribed and shall maintain in force throughout the term of this agreement an internal procedure to determine a rebate, if any, of any such fair share fee for non-union employees which conforms to the Federal and State Law, as required, pursuant to the provision of Section 4117.09 of the Ohio Revised Code. The internal rebate procedure shall provide for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of the Union in the realm of collective bargaining. The deduction of a fair share fee by the Employer from the payroll check of the employee and its payment to the Union as hereinafter provided is automatic and does not require the written authorization of the employee. The Fair Share Fee amount shall be certified to the Employer by Union.

**Section 6.** Any employee who is a member of and adheres to established and traditional tenets and teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting a Union and which is exempt from taxation under the provisions of the Internal Revenue Code, shall not be required to join or financially support the Union as a condition of employment. Upon submission of proper proof of religious conviction to the State Employment Relations Board, if the Board shall declare any such employee exempt from becoming a member of or financially supporting the Union, then such employee shall be required, in lieu of the fair share fee, to pay an amount equal to such fair share fee to a non-religious charitable organization exempt from taxation under Section 501C (3) of the Internal Revenue Code and show proof of same during the term of the Agreement.

**Section 7.** The Employer shall be relieved from making such individual deductions of dues, fees or assessments 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.

**Section 8.** The Employer shall not be obligated to make deductions of dues, fees or assessments from any employee who, during any bi-weekly pay period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues, fees or assessments. In the event such deductions are not made, the Employer shall make the appropriate deductions from the following pay period or periods as certified by the Union of the Employer. The Employer is not required to make any partial dues deductions, fees or assessments.

**Section 9.** The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, fees or assessments. Corrections shall be made as soon as possible after notification in writing by the Union. 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 10.** The rate at which dues are to be deducted shall be certified to the payroll clerk by the Treasurer of the Union.

**Section 11.** The Union warrants and guarantees the employer that no provision of this Article violates the Constitution or laws of 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 an employee arising from the deductions, fees or assessments 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 12.** The City shall forward deductions by warrant to the Treasurer of AFSCME, Ohio Council 8, 6800 North High St., Worthington, OH 43085, care of Comptroller. With such warrant shall be an alphabetical listing of employees for which deductions were made. Such warrant shall be forwarded within fifteen (15) days following the date payroll warrant is issued in which deductions were made. A copy of such warrant and an alphabetical list shall also be forwarded to the Treasurer of Local 996.

**Section 13.** The "CITY" agrees not to charge the "UNION" any costs for such deductions.

#### **ARTICLE 4** **UNION REPRESENTATION**

**Section 1.** The "UNION" shall be permitted a "Union Steward" in each department represented by the "UNION". Each steward shall also have an alternate steward to function in place of the steward during the steward's absence.

**Section 2.** The "UNION" shall submit a written notification to the "CITY" containing the name

of each steward and alternate steward and shall notify the "CITY" promptly of any changes.

**Section 3.** Stewards shall be permitted reasonable time without loss of pay to investigate the process grievances during- working hours upon notification to the supervisor. Permission to investigate and process grievances shall not be unreasonably withheld.

**Section 4.** The "UNION" President or other designated representatives shall be permitted a reasonable amount of time during working hours to perform essential "UNION" business during working hours without loss of pay, upon notification to and concurrence of the Service Director.

## **ARTICLE 5** **WORK RULES**

The "CITY" shall retain the right to promulgate reasonable rules and regulations necessary for the orderly and efficient operations of the City. Such rules and regulations shall not conflict with the express terms and conditions of this Agreement. Five (5) work days prior to the implementation, the City agrees to post such rule(s) or regulation(s) with a copy forwarded to the Local Union President, in conspicuous places throughout the City premises.

Prior to the implementation of any new rule(s) or regulation(s), the City upon request shall meet with the Union to discuss such rule(s) or regulation(s).

The Union reserves the right to challenge such rule(s) or regulation(s) through the grievance procedure of this Agreement.

The parties may mutually agree to extend the date such work rule will be implemented.

## **ARTICLE 6** **DISCIPLINARY ACTION**

**Section 1.** The "CITY's" disciplinary procedure for bargaining unit employee(s) shall be based on the principles of "just cause" and progressive, corrective, discipline. Nothing contained herein shall prohibit the "CITY" from imposing a termination or other discipline for just cause, when in the judgment of the "CITY", the offense or infraction is of such a serious nature that prior verbal or written reprimands or progressive discipline cannot or should not be given.

**Section 2.** Verbal and written reprimands will not be utilized in disciplining an employee where such verbal or written reprimand occurred more than twelve (12) months prior to the later discipline providing there is no intervening written notice of disciplinary action during the twelve (12) month period.

**Section 3.** Suspensions will be removed from an employee's personnel file twenty-four (24) months following the date of the suspension providing there is no intervening written notice of disciplinary action during the twenty-four (24) month period.

**Section 4.** In imposing discipline on a current charge, the Employer shall not take into account



any reprimands or suspensions which would have been removed by the procedure of Section 2 and 3 herein.

**Section 5.** Prior to any disciplinary action, the City shall notify the affected employee and the union president in writing of their intent to discipline the employee. The notice of discipline shall include the alleged charges and the reasons the City wants aforementioned parties seventy-two (72) hours prior to the disciplinary hearing. The hearing shall be held during working hours and the employee, union representative/s and any witnesses (City employees) for the employee shall suffer no loss of pay.

The City shall make their decision from this hearing no later than five (5) working days from the date of the hearing.

**Section 6.** Any employee who has been given a suspension or has been terminated shall have the right to appeal the discipline through the grievance procedure. In the event the employee files a grievance, the employee shall not serve the suspension up to step 4 of the grievance procedure. If the Service Director upholds the discipline the City imposed, the suspension shall take affect immediately after receipt of the Service Directors step 3 answer.

## **ARTICLE 7**

### **GRIEVANCE PROCEDURE**

**Section 1.** The term "grievance" as used herein, means any dispute which may arise between the "CITY" and an employee or between the "CITY" and "UNION" concerning the application or interpretation of any provision of this Agreement.

**Section 2.** It is the intention of the "CITY" and "UNION" that this formal grievance procedure shall only be used when grievances between the "CITY" and "UNION" cannot be settled informally.

**STEP 1:** The grievance in writing shall be taken up by the aggrieved employee accompanied by the department steward if desired, within four (4) working days after occurrence of the facts giving rise to the grievance.

The immediate supervisor shall give his answer in writing within three (3) working days.

**STEP 2:** The "UNION" shall present the grievance in writing to the department head within five (5) working days.

The department head shall within three (3) work days after the grievance is presented at Step 2, meet with the employee, steward and/or Union representative(s).

The department head shall give his answer in writing within five (5) working days of the date the grievance is presented.

If no satisfactory settlement is reached, then proceed to:

**STEP 3:** The "UNION" shall present the grievance in writing, together with all other related materials supporting its position to the Safety-Service Director within five (5) working days.

The Safety-Service Director shall, within five (5) work days after the grievance is presented at Step 3, meet with the Union President and other witnesses as needed concerning the grievance. Staff representatives of Ohio Council 8 may attend any Step 3 meetings.

A representative of the Union is responsible for setting a meeting if desired with the Service Director.

A decision in writing shall be made by the Safety-Service Director within ten (10) working days after the meeting is held concerning the grievance.

If no satisfactory settlement is reached, then proceed to:

**STEP 4:** Any grievance, involving the interpretation, application or enforcement of the provisions of this Agreement or any unresolved question, dispute or complaint regarding the conditions of employment, which has not been satisfactorily settled in the foregoing steps of the grievance procedure may be arbitrated.

Arbitration proceedings may be initiated by the "UNION" within thirty (30) days of the written deposition of such grievance by the Safety-Service Director. The decision of such arbitrator shall be in writing, final and binding upon the parties hereto. The parties agree that the right to proceed to arbitration shall be the exclusive remedy and shall foreclose utilization of any right afforded by the Ohio Civil Service Law. Binding arbitration may be initiated by the "UNION" serving upon the "CITY" a notice in writing of an intent to proceed to arbitration. Unless the parties can, within five (5) days following the receipt of such -written notice, agree - upon the FMCS selection of an arbitrator, either party may in writing request to submit a list of seven (7) arbitrators to both parties. The parties shall within five (5) working days of the receipt of said list meet for the purpose of selecting the arbitrator by alternately striking names from said list until one name remains. Such person shall then become the arbitrator. The arbitrator so selected shall hold a hearing at a time and place convenient to the parties. In the event the arbitrator is unable to schedule a hearing within a thirty (30) day period after his selection or a mutually agreed upon date beyond the thirty (30) day period, the parties may select another arbitrator.

All expenses which may be involved in the arbitration proceedings shall be borne by the parties equally. However, expenses relating to the calling of witnesses or the obtaining of depositions of any other similar expense associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required. The arbitrator shall not have the authority to add to, subtract from, or modify such expressed terms -and provisions of this Agreement.

**Section 3.** Any grievance not timely appealed from the written disposition of the "CITY's" representative in any of the Steps of the Grievance Procedure, shall be considered as having been accepted by the employee and "UNION" on the basis of the disposition last made, and shall not be subject to further appeal.

**Section 4.** Grievances involving the suspension or discharge of an employee and/or grievances affecting a group of employees, may be filed directly at Step 3 of the grievance procedure by the "UNION".

**Section 5.** Time limits for grievances processed through the grievance procedure may be extended by mutual agreement between the parties hereto, and must be in writing and signed by both parties. Working days as used in this Article shall not include Saturdays, Sundays, or holidays.

**Section 6.** The "UNION" or official representatives of the "UNION" shall have the right to initiate and file a policy and/or group grievance which affects all or a substantial group of employees by filing any such grievance at Step 3 of the Grievance Procedure within five (5) working days after its occurrence, or after it has become known to the "UNION", or representatives, whichever is later.

**Section 7.** The "UNION" may designate an appropriate representative at any step of the grievance procedure. This does not, however, prohibit an AFSCME, Ohio Council 8 staff member from being present at any step of the grievance procedure.

**Section 8.** The "UNION's" duly constituted representatives shall have the right to be present at the adjustment of any grievance when the bargaining unit employee has chosen not to have "UNION" representation. Such adjustment shall not be inconsistent with the terms of this agreement.

## **ARTICLE 8**

### **UNION ACTIVITY/VISITATIONS**

**Section 1.** Representatives of the "UNION" may enter departments of the "CITY" to determine if provisions of this Agreement are being observed and for attending meetings with representatives of the "CITY" pertaining to "UNION" matters, or any matter pertaining to wages, hours, terms or all conditions of employment covered under the terms and conditions of this Agreement, upon notification to, and permission of the employee's immediate supervisor. Such permission shall not be arbitrarily withheld.

## **ARTICLE 9**

### **HOURS OF WORK**

**Section 1.** The normal work week shall consist of forty (40) hours of five (5) consecutive days of eight (8) consecutive hours each Monday through Friday, with the starting time to be 7:00 a.m. and the quitting time 3:30 p.m., except as follows:

1. in the Parks Department where the hours will be from 7:00 a.m. to 3:30 p.m., Monday through Sunday, during the period of March 1 through October 31;
2. in the Streets department, there shall be one (1) employee whose starting time will be 9:30 a.m. and quitting time will be 6:00 p.m. This employee shall be selected by seniority bid, and if no bid is received it shall be filled by inverse seniority. From 3:30 p.m. to 6:00 p.m., this employee shall perform duties related to the recycle center except in the case of an emergency request made by the police/fire department to the Operations Superintendent; however, the employee cannot work out of classification.

Work Day - A work day is defined as a period of twenty-four (24) consecutive hours and corresponds to the calendar day.

Work Week - A work week is defined as a period of seven (7) consecutive work days and corresponds to 12:01 a.m. Monday through 12:00 midnight the following Sunday. A typical work week consists of forty (40) hours per week. When a change in scheduled is contemplated in other than an emergency situation, management will make reasonable efforts to provide affected employees with reasonable advance notice. Employees are expected to work all hours as scheduled and/or directed.

Scheduling -Scheduling will be handled through a bidding process first. If the necessary schedule is not filled completely, assignments will be made on a seniority basis.

Section 1-A - Employees in the Park Department whose normal shift assignment/work week encompasses the weekend shall be paid a stipend of one dollar (\$1.00) an hour additional pay for the weekend work.

**Section 2.** Employees shall be permitted a thirty (30) minute unpaid lunch period which shall be taken by each employee as close as possible to the middle of each work day.

A fifteen (.15) minute rest period for each employee in the bargaining unit shall be permitted during the first four (4) hours of a shift and during the second four (4) hours of the shift.

**Section 3.** Employees shall be paid only for actual hours worked, and for all other provisions and benefits as provided by this Agreement.

**Section 4. Welfare/Workfare Programs:** The "CITY" agrees that any welfare/workfare person or any persons under the supervision of the courts that becomes 'a problem with the "UNION", upon notice to the "CITY" the parties shall meet to discuss and attempt to resolve the matter.

**Section 5.** Except for paragraph 3, it is understood Section 1 does not apply to the Sanitation Department. The hours of work in the Sanitation Department shall continue as currently practiced.

**Section 6.** From June 1 to September 1 of each year, the starting time shall be 6:00 a.m. and the quitting time shall be 2:30 p.m. for those employees in the Paint Department.

## **ARTICLE 10** **OVERTIME**

**Section 1.** Employees shall be paid one and one-half (1 1/2) times their normal hourly rate of pay for any work in excess of forty (40) hours in any work week. An employee may elect to take compensation time off instead of being paid monetary overtime compensation. Compensation time shall be accrued at time and one-half hours for each hour worked or prorated thereof, except for the seventh (r) consecutive day which compensation time shall be at two times the hours worked for each hour worked.

**Section 2.** Employees shall be paid double times (2x) the employee's normal rate of pay for work performed on the seventh (7th) consecutive day of the employee's work week.

**Section 3.** For purposes of computing overtime, credit shall be given for paid vacations, paid holidays, pre-approved sick leave, pre-approved personal days and compensatory time.

### **Section 4.**

a. Overtime shall be voluntary and employees shall not be required to work except in emergency conditions where adequate employees do not agree to work the necessary overtime and further provided under those conditions, employees shall be scheduled or called-in beginning with the least senior employee(s) in the classification(s) needed.

b. It is further agreed the "CITY" shall post "OVERTIME LISTS" upon request from the Union indicating a record of overtime hours worked and/or refused. The listing of employees shall be by classification, shift and department.

c. Emergency overtime shall be administered and scheduled solely on the basis of seniority according to classification.

d. if the employee accepts the overtime assignments, or does not work the overtime assignment and additional personnel are needed to work, the employee with the next highest seniority will be offered the overtime assignment and the "CITY" shall continue on down the list in that order.

e. If it becomes necessary to go outside a classification to obtain additional personnel for overtime assignments, such overtime shall be offered on a seniority basis starting with the employee with the highest seniority within the bargaining unit qualified to do the work. If it becomes necessary to obtain personnel outside the department for overtime assignments, the above procedure shall be followed.

f. In case an employee is inadvertently passed over, upon notifying the "CITY", he shall be placed at the top of the list for the next call out. If an employee has been intentionally bypassed, he shall be compensated for such hours of overtime he would have been entitled to if he would have worked the overtime. (This shall be the settlement for any grievance about call out procedure).

**Section 5.** The "CITY" shall be the sole judge for the necessity of any overtime.

**Section 6.** "Pre-Scheduled" overtime shall be administered and scheduled solely on the basis of seniority according to classification.

**Section 7.** Employees subject to emergency overtime or emergency call shall report for work within thirty (30) minutes or as quickly thereafter as possible, if conditions exist which prevent the employee from reporting within said time period.

## **ARTICLE 11**

### **BULLETIN BOARDS**

**Section 1.** It is agreed that the "UNION" shall have access to departmental bulletin boards for the purpose of posting "UNION" notices or "UNION" literature provided that:

a. All notices or materials posted must be signed by the "UNION" President or other designated "UNION" officer or Representative of Ohio Council 8.

## **ARTICLE 12**

### **PROBATIONARY PERIOD**

**Section 1.** New employees shall be considered on probation for a period of sixty (60) calendar days of their employment. The employee shall accrue no seniority during the probationary period. After completion of the probationary period, seniority shall be retroactive to the first day of employment within the department.



## **ARTICLE 13**

### **SENIORITY**

**Section 1.** Seniority shall be an employee's length of continuous service with the "CITY", department or job classification, depending on the question involved. An employee shall have no seniority for the probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

"Continuous service" shall include the following:

- Absences due to medically substantiated disability;
- Temporary day off due to lack of work of funds;
- Absences due to services in the United States Armed Services.

**Section 2.** Supervisors shall maintain their seniority (if any) under this Agreement for one (1) calendar year when promoted to a supervisory classification outside the bargaining unit.

**Section 3.** Each ninety (90) days, the "CITY" shall provide an up-to-date seniority list showing name, job classification, department, and date of classification entry of all employees in the bargaining unit. The seniority list shall be posted in each of the departments covered by this Agreement. A copy shall also be forwarded to the "UNION" President.

**Section 4.** An employee's seniority shall terminate for any of the following reasons:

- He quits;
- He is discharged for just cause;
- He is absent for a period of more than three (3) working days without reporting to the department head;
- He fails to return to work when he is recalled;
- He fails to report that he is available for work at the expiration of a leave of absence;
- He is laid off in excess of two (2) calendar years.

Any single suspension upheld for longer than thirty (30) calendar days, shall not be counted in the computation of total accumulation of seniority.

## **ARTICLE 14**

### **PROMOTIONS**

**Section 1.** Whenever a job occurs for higher rated jobs, the "CITY" shall within thirty (30) days post a notice of the opening for a period of five (5) working days. The notice shall be posted on department bulletin boards.

**Section 2.** During this period of time, employees who wish to apply for the job may do so on a form to be supplied by the "CITY". The employee shall be furnished a copy of the completed bid form.

**Section 3.** Selection of the employee(s) to fill the open position shall be made on the basis of

seniority, skill and ability to perform the job. Any single suspension upheld or accepted for longer than thirty (30) calendar days, may be considered for promotion.

**Section 4.** An employee who has been selected for a higher-rated job shall be given a trial period of sixty (60) calendar days to qualify on the new job. An employee shall be given reasonable help and supervision during the trial period. This period may be extended by mutual agreement between the "CITY" and the "UNION".

**Section 5.** The department head may disqualify an employee during the trial period for unsatisfactory performance.

**Section 6.** During the trial period, employees shall continue to hold seniority in their last classification.

**Section 7.** An employee qualifies for a higher-rated job during the trial period by:

Deciding that it is satisfactory to him, and; by the department head's determination that the employee's performance is satisfactory on the, job, and; an employee's performance will be considered satisfactory when the employee performs the job with no more help and supervision than is required of other employees within the same or similar job classification.

The trial period may be less than sixty (60) days provided the above applications of this paragraph are fulfilled.

**Section 8.** Immediately upon qualifying, the employee shall be paid the rate of the new classification, and his new classification seniority is retroactive to the first day of trial on the higher-rated job, and he shall forfeit seniority on his previous classification.

**Section 9.** If an employee does not qualify for a higher-rated job within the trial period he returns to his last classification without loss of seniority.

**Section 10.** If no bids are received within five (5) working days after notices are posted, or if none of the applicants qualify within the trial period, the "CITY" may hire a new employee for the job.

**Section 11.** It is the "CITY's" prerogative at all times to hire experienced men in the various classifications if there are no applications submitted by an employee(s) during the posting period, or in the event an application is received in which an employee(s) who bids on the open position does not qualify, and the "CITY" cannot obtain a qualified employee for within the bargaining unit.

**Section 12.** Employees, upon approval by the Department Head and City Administration, may participate in courses/training classes that are related to skills and duties within the Collection Bargaining Agreement. Employees shall pre-pay for the classes and reimbursement shall be made to the employee by the City after completion of courses or the cost of said training program. The employee must pass the course and receipts have to be furnished upon completion

in order to be reimbursed. Any required material or books that need purchased for the course, upon receipt to the City, shall also be reimbursed. All books paid for by the City, shall remain the property of the City.

## **ARTICLE 15**

### **LATERAL TRANSFERS**

**Section 1.** An employee may exercise his classification seniority for the purpose of lateral transfer or shift transfer when an opening occurs within his classification within the employee's department. For lateral transfers to classifications outside the employee's department, such lateral transfer shall not deny an employee within the department where the opening occurs, promotional opportunities. An employee desiring a lateral transfer or a change of shift, must make application in writing to his department head requesting the transfer. The department head shall supply such form and employee shall retain a copy of the completed form. Lateral or shift transfers shall be limited to a total of one (1) per employee during any twelve (12) month period.

## **ARTICLE 16**

### **TEMPORARY TRANSFERS**

**Section 1.** For the efficient operation of the "CITY", employees may be temporarily transferred within the department. An employee temporarily transferred to a lower rated job shall receive his regular rate of pay during the period of the temporary transfer. An employee temporarily transferred to a higher paying job shall receive the higher rate of pay for the period of such temporary transfer. Temporary transfers of employees shall not be on an arbitrary or discriminatory basis. If a temporary opening occurs and is for thirty (30) days, the open position shall be declared a permanent opening and shall be posted and filed in accordance with the provisions of Article 14, Promotions. It is further understood that where openings arise due to incumbents being on official leave status that upon the requalification of such sick or disabled employee, such employee shall have the right to "bump" the employee who replaced him.

**Section 2.** Any bargaining unit employee temporarily assigned to work in a higher classification whether an incumbent is on official leave status, or the City needs additional manpower for a specific job, shall receive the higher rate of pay for the hours worked.

**Section 3.** The City may employ a training program for employees to participate in, upon their written request to operate pieces of equipment that are considered a higher rate of pay.

**Section 4.** Upon completion of training or at such time said employee is left responsible to operate said equipment by themselves, they shall be paid the higher rate of pay.

**Section 5.** Training shall be based on seniority first, within the department.

## **ARTICLE 17**

### **LAY OFF**

**Section 1.** Whenever it is necessary because lack of work or lack of funds to reduce the number of employees in a department and in classifications, the procedure outlined in this section shall be followed. The "CITY" may determine the job classification and the number of employees in each class within the bargaining unit to be laid off. Any such lay off shall proceed by laying off in the following order:

1. Any Federal or State privately funded employees to include welfare/workfare programs;
2. Emergency employees;
3. Provisional employees who have not completed their probationary period after appointment;
4. Provisional employees who have satisfactorily completed their probationary period after appointment;
5. Seasonal employees;
6. Part-time employees;
7. Permanent employees who have not completed their probationary periods after appointment;
8. Permanent employees who have completed their probationary period after appointment.

**Section 2.** When a lay off is necessary, employees shall be laid off on the basis of classification seniority by department, and may use their department seniority to "bump" any employees with less departmental seniority in any equivalent or lesser paying classification within their department as long as they are qualified to perform the work.

After exhausting seniority rights within their department, employees being laid off may use their total City seniority to transfer to other departments subject to this agreement and "bump" (replace) any employee in an equivalent or lesser paying classification with less "City" seniority as long as the transferring employee is fully qualified and can perform the duties of the new classifications.

**Section 3.** Before any bargaining unit employee is given notice of lay off, the "CITY" and "UNION" shall meet immediately for the purpose of attempting to find an available job within the "CITY", within the bargaining Unit, which the affected employee is qualified to perform, and if any job is available, the employee will be given the option of accepting it rather than being laid off. The "UNION" shall receive a copy of all lay off notices.

**Section 4.** Employees shall be given a minimum of ten (10) working days advance notice of lay off, which shall state the reasons which made the lay off necessary.

**Section 5.** In event an employee is laid off, he may, upon request, receive payment for earned but unused vacation. If requested, such payment shall be made no later than the first pay period following the lay off.

## **ARTICLE 18**

### **RECALLS**

**Section 1.** Employees shall be recalled in the reverse \*order in which they were laid off. An employee will be given ten (10) working days notice of recall, from the date on which the employee receives notice of recall by certified mail from the "CITY". A laid off employee will be recalled to the first job position which he is qualified to perform, and shall have a right to claim his original job position in event it becomes available within eighteen (18) months following lay off.

## **ARTICLE 19**

### **TEMPORARY EMPLOYEES**

**Section 1.** Temporary employees are those employees hired for special projects (such as cleaning storm sewers), or to fill in for approved leaves of absence. In any event, the "UNION" shall be notified in writing, within five (5) work days of each temporary employee hired. The notification shall list the employee's name, date of hire, department, classification and reason for hire. If the employee was hired to fill in for an employee on leave of absence, the notification shall also state the name of such employee on leave of absence.

Temporary employees may join the "UNION" and are subject to the terms and provisions of this Agreement.

**Section 2.** Any bargaining unit employee temporarily assigned to work in a higher classification which an incumbent is on official leave status shall receive the higher rate of pay for any hours worked in that higher classification.

## **ARTICLE 20**

### **LEAVES OF ABSENCE**

#### **Section 1. Paid Sick Leave:**

a. Each full-time employee of the "CITY" shall be entitled to, for each complete eighty (80) hours of service, of four and six-tenths (4.6) hours of sick leave with pay. Sick leave shall be calculated without limit.

b. Employees who work as a part-time seasonal or on an intermittent basis, shall have sick leave credited for time actually worked at the same rates as a full-time employee.

**Section 2.** Sick leave shall be granted to an employee only upon approval of the appointing authority and for the following reasons:

a. Illness or injury of the employee or a member of his immediate family. In case of a member of the immediate family not living in the same household, the appointing authority may credit sick leave when he believes it justified, but such cases should be carefully investigated.



- b. Medical, dental, or optical examination or treatment of employees or member of his immediate family which requires the employee, and which cannot be reasonably scheduled during non-working hours.
- c. If a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the employee; or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
- d. Death of a member of his immediate family (sick leave usage is limited to five (5) calendar days).
- e. Definition of "Immediate Family" as defined in State Civil Laws. "Immediate Family" concerning death shall mean:

Spouse	Mother-in-Law
Mother	Father-in-Law
Father	Grandparents
Sister-in-Law	Sister
Brother-in-Law	Brother
Children	Grandchildren
Son-in-Law	Daughter-in-Law

Legal Guardian or other person who stands in place of a parent (loco parentis).

- f. Abuse of sick leave: Employees failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud shall be grounds for disciplinary action up to and including dismissal.
- g. Absentee Policy:
  - 1. An incident of absence is any day, consecutive day or part of a day that an employee is not at work other than personal day, holiday, vacation, jury duty, court appearance. (If subpoenaed, approved leave of absence, injury leave, pre-approved absence of one (1) day or less due to a doctor's appointment, union leave, hospitalization, or bereavement leave.)
  - 2. Prearranged absence of one (1) day or less for doctor's or dentist's appointment will not be charged as an absence occurrence providing the employee supplies documentation to support the appointment or visit. Emergency absences may result in presentation of acceptable documentation.
  - 3. Employees must provide a physician's certificate for any absence extending for three (3) or more scheduled workdays.
  - 4. After the fifth (5th) incident, management will counsel the employee directly and document the session. An incident is defined as each separate occasion of absence as defined in paragraph 1. After the sixth (6th) incident, management will issue a verbal



warning, seven (7) incidents of absenteeism within a 12-month period will result in a written warning. Eight (8) incidents of absenteeism within a 12-month period will result in a suspension. Any further incidents of absenteeism within a 12-month period will result in additional disciplinary action including termination. The infraction period will be based upon a "rolling" calendar year.

5. Mitigating circumstances to incidents of absenteeism will only be considered by the City when the pattern has progressed beyond the written

6. Mitigating circumstances to incidents of absenteeism will only be considered by the City when the pattern has progressed beyond the written warning stage, and when the employee notifies the City before any disciplinary action is taken.

7. "Pattern abuse" shall constitute grounds for discipline apart from and/or in addition to paragraph 4 herein. Pattern abuse consists of absence while on sick leave as evidenced by a frequency or pattern contiguous with or related to holidays, weekends, vacation days, and/or consistent or regular usage of sick leave.

**Section 3.** Unused sick leave shall be cumulative. The previously not compensated accumulated sick leave of an employee who has been separated from City services shall be placed to his credit upon his re-employment in the City of Massillon.

**Section 4.** This Article shall not interfere with existing sick leave credit given employees for unused sick leave prior to the effective date of this Agreement.

**Section 5.**

a. Absences shall be reported to the employee's department before the regular starting times on each day of absence. The Report Off Form, attached as Exhibit "A", shall be used when employees report off for absences. In case of extended illness, the employee shall not be required to report off on a daily basis. The employee shall be expected to periodically inform his supervisor or department head of his progress and expected date of return to work.

b. An employee shall be paid eight (8) hours' pay at the employee's normal hourly rate of pay for holidays occurring during an approved sick leave. Such holiday shall not be charged to the employee's accumulated sick leave.

c. Employees may use up to four (4) personal days a year without penalty, and chargeable to accumulated sick leave, with at least forty-eight (48) hours advance notification, provided however, with emergency use approved by Service Director/Park & Recreation Director for less than required notification.

**Section 6. Unpaid Sick Leave:** An employee having completed the required initial probationary period shall be granted an unpaid sick leave of absence for a period not to exceed six (6) months because of personal illness or injury upon application supported by medical evidence.

**ARTICLE 21**  
**PAID LEAVE OF ABSENCE**

**Section 1. Union Leave:** The union will be authorized an aggregate of up to five (5) work days leave per calendar year for delegates to use at any union functions such as conventions, seminars, conferences, etc.

**ARTICLE 22**  
**FAMILY AND MEDICAL LEAVE**

**Section 1.** This Article is intended to compliment and be an addition to whatever leave rights employees may have under applicable laws. Employees may take up to twelve (12) weeks of unpaid leave of absence for the following reasons:

- a. The birth of a child.
- b. To receive a child for adoption or foster care.
- c. To care for a "seriously ill" spouse, child, or parent if the parent has a serious health condition.
- d. For the employee's own serious health condition that makes the employee unable to perform the functions of their position.

**Section 2.** A total of twelve (12) weeks a twelve (12) month period may be used for any of the four reasons listed in Section 1. Twelve (12) weeks is not permitted for each reason. The twelve (12) month period is defined as the twelve (12) month period measuring forward from the date of request for leave. An employee may be required or may request to substitute earned vacation, bonus time and any other applicable paid leave for this type of leave. If spouses are both employed by the City of Massillon, the combined total leave time allowed for birth, adoption or care of a sick parent is twelve (12) weeks. If spouses cannot agree on time periods among themselves, the decision will be based upon the needs of the departments in which the spouses work. Workers' Compensation leaves are also included in the allowed twelve (12) weeks.

**Section 3.** While on family and medical leave, health insurance benefits will continue for any eligible employee. Any share of the premiums normally paid by an employee continues to be the responsibility of the employee. Premiums must be received by the 25th of each month or the last business day prior to the 25th, whichever is earliest. If premium payments are more than thirty (30) days late, coverage will cease. However, coverage will be reinstated upon return to work.

**Section 4.** As soon as an employee knows of his intention to request a Family and Medical Leave, the City Safety Director must be contacted. All leaves will be arranged through the Safety Director's Office. After each of four (4) weeks during a leave, an employee must update the Safety Director's Office as to his/her status and intentions to return to work.

**ARTICLE 23**  
**UNPAID LEAVES OF ABSENCE**

**Section 1. Personal Leave:** Any employee who has completed the required initial probationary period who believes he has a justifiable reason may apply for a leave of absence not to exceed ninety (90) days for personal reasons. Such leaves shall be granted for good cause if the employee's absence will not adversely affect efficient operation of the department in which works, upon comment of the department head and the approval of the Service Director.

**Section 2. Union Leave:** At the request of the "UNION", a leave of absence without pay shall be granted to any employee selected for a "UNION" office, employed by the "UNION" or required to attend a "UNION" convention or perform any other function on behalf of the "UNION" necessitating a suspension of active employment.

**Section 3. Military Leave:**

- a. Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Naval Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence with pay from their respective duties for such time as they are in the military service on field training or active duty.
- b. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time. The maximum number of hours for which payment may be made in any one calendar year under his provision is one hundred seventy-six (176) hours.
- c. Employees who have been employed by the Employer for at least ninety (90) days will be granted a leave of absence without pay to be inducted or other wise enter military service. An employee of the City shall be paid the difference between his regular salary and his service pay upon receipt of a service pay voucher.
- d. An employee who re-enlists while on active duty, or a commissioned officer who voluntarily enters on extended active duty beyond that required upon accepting a commission, is not eligible for reinstatement with the Employer.
- e. Employees who are members of the Ohio National Guard will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.
- f. A veteran separated or discharged under honorable conditions must make application for re-employment to his or her former classification within ninety (90) days after discharge or release from hospitalization due to in service injury or illness which has not exceeded a period of more than one (1) year. The following procedures shall apply:

1. Reinstatement shall be accomplished within thirty (30) days after application is received by the Appointing Authority providing the veteran has remained physically qualified to perform the duties of the classification. Where a disability in the military service precludes restoration to the original classification of like status and pay, compatible with his or her physical condition, of such classification and position are available;
2. A photo static copy of the discharge or certificate of service must accompany all requests for reinstatement or reappointment;
3. The veteran is entitled to salary, benefits or other advancement accruing to the position during military absence as follows:
  - a. Sick leave - that amount which had been accumulated at the time of entering service.
  - b. Vacation leave - time spent on military leave will be counted in determining the employee's length of service, but no vacation credit will be accumulated during the time spent on military leave.
  - c. Change in classification or pay range which would have accrued to the employee if he or she had been on the job; and
  - d. Any automatic salary adjustments associated with the position that the employee would have received had he or she been on the job.
  - e. Employees on military leave who thereafter return to employment with the "CITY" shall receive retirement credit for all time spent in active military service.

**Section 4. Industrial Illness - Injury:** In cases of compensable industrial illness or injury, a leave of absence shall be granted when appropriately supported by medical evidence. Such leave shall be automatically terminated when the employee is placed upon such degree of permanent disability as prevents his performance of the duties of his job or when he returns to work.

## **ARTICLE 24**

### **SALARY FOR DISABLED EMPLOYEES**

**Section 1.** When an employee is disabled in the discharge of his duty, he shall be paid his regular salary, for a minimum of three (3) months.

**Section 2.** The Department supervisor and the Service Director may at their option extend for an additional three months period of disability pay. The department supervisor and the Service Director will, at any time and at the cost of the City, have the right to order the affected employee to submit to an examination by a physician approved by the Union from a list on file with the Service Director to determine the extent of the disability. If a disagreement exists between the Service Director and the department supervisor over the need for such examination,

the Mayor shall decide whether such examination shall be required. Whenever such an examination is ordered, the Service Director shall notify the Union in writing and in advance of the examination.

**Section 3.** This disability leave shall be used before an employee's accumulated sick leave can be used.

**Section 4.** Should the period of disability exceed the disability leave the City shall continue to provide said employee with full normal insurance coverage for at least six (6) additional months. The provisions of this Article shall in no event exceed the period of disability.

**Section 5.** If an examination results in a determination that any employees can perform light duty, the employees shall report to work for assignment of duties that fall within their capabilities as determined by the examination and are not harmful to the employee.

**Section 6.** In no case shall an employee be entitled to Disability pay under the terms of this Article where such employee is employed or receives compensation from, any other employer.

## **ARTICLE 25**

### **PROVISIONS REGARDING LEAVES OF ABSENCE**

**Section 1.** All leaves of absence (and any extensions thereof), must be applied for and granted or rejected, within five (5) working days, in writing on forms to be provided by the "CITY". An employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the "CITY". When an employee returns to work after a leave of absence, he will be assigned to the position which he formerly occupied or to a similar position if his former position is not vacant or no longer exists at his current rate of pay.

**Section 2.** If it is found that a leave of absence is not actually being used for the purpose for which it was granted, the "CITY" may cancel the leave, direct the employee to return to work, and impose disciplinary action.

**Section 3.** An employee who fails to report to work at the expiration or cancellation of a leave of absence, or fails to secure an extension of such leave, shall be deemed to be absent without leave and shall be subject to loss of seniority under Article 13, Seniority.



## **ARTICLE 26**

### **JURY DUTY**

**Section 1.** An employee who is called for jury service, (Municipal, County, State or Federal), during any regular scheduled work day, shall be excused from work for the days on which he services and shall receive, for each day of jury service, the difference between eight (8) times his average hourly earnings, and the payment received for jury service. The employee shall present proof of service and the amount of pay therefore to the Superintendent or Foreman of his department.

**Section 2.** If an employee does not have to serve on jury duty as indicated above in Section 1, upon notification by the Court/s that the employee's services will not be needed, the employee shall return to work within 1/2 hour if in Massillon or 1 hour if in Canton provided the employee's scheduled work day will still be working within normal quitting times.

## **ARTICLE 27**

### **FUNERAL LEAVE**

**Section 1.** An employee shall be granted up to five (5) work day's funeral leave in event of death of a member of the immediate family. Such funeral leave shall be deducted from the employer's accumulated sick leave, if the employee desires.

**Section 2. Immediate Family:** An employee's immediate family, as referred to herein, shall include his spouse, mother, father, child, brother, sister, sister-in-law, brother-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchild, a legal guardian or other person who stands in place of a parent (loco parentis).

## **ARTICLE 28**

### **VACATIONS**

**Section 1.** All employees except temporary and seasonal employees shall be granted vacation with pay as follows:

- a. Two (2) calendar weeks per year after the completion of one (1) full year of employment.
- b. Three (3) calendar weeks per year after the completion of five (5) full years of employment.
- c. Four (4) calendar weeks per year after the completion of ten (10) full years of employment.
- d. Five (5) calendar weeks per year after the completion of fifteen (15) full years of employment.



- e. Six (6) calendar weeks after twenty (20) full years of employment.

**Section 2.** Employees who so desire may take earned vacation leave according to the following plans. Two (2) weeks (10 days) of earned vacation must be taken as time off, unless an employee is in his retiring year. Employees with earned vacation in excess of two (2) weeks (10 days) may take the remainder in any combination of earned vacation leave and/or base pay in lieu of earned vacation leave. Vacation pay may be collected on the payday before taking vacation with notice. A retiring employee may use any combination of vacation and/or base pay in lieu of earned vacation with notice.

**Section 3.** Vacations become due on or after January 1 of each year. After an employee completes one (1) full year of service, the anniversary date of employment for vacation purposes shall be January 1 of each year. Service credit shall be given for consecutive service in any department of the "CITY" including approved leave of absence.

**Section 4.** Vacations shall be scheduled by seniority in each department upon the request of the employee. The vacation period shall be from January 1 thru December 31, and no portion of the vacation may be carried over into the next year. The employee's vacation request shall be granted unless such request allegedly affects operations of the department in which the employee works. In that event, Management shall grant at least one (1) employee his/her request and right to accrued vacation during any period or periods of any year. Two (2) employees will be permitted to be on vacation in the solid waste department at the same time.

In event of denial of an employee's vacation request, a meeting shall be scheduled between the Union President and the Service Director to resolve the dispute.

**Section 5.** Holidays occurring during an employee's vacation will not be counted as part of the vacation. The employee shall receive a future day off or eight (8) hours pay, as elected by the employee.

**Section 6.** Upon death of the employee, any unused vacation shall be paid to the surviving spouse, or if none survives, to the employee's estate.

## **ARTICLE 29**

### **HOLIDAYS**

**Section 1.** All employees shall receive the following holidays with their regular pay:

Employee's Anniversary Date	Labor Day
January 1st	Veteran's Day
President's Day (3rd Monday in February)	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
July 4th	Employee's Birthday
	Martin Luther King Day

**Section 2.** If any of the holidays fall on Sunday, the following Monday shall be observed as the holiday. If any of the holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

**Section 3.** An employee who works on a holiday shall be paid one and one-half times (1 1/2) his normal hourly rate for hours worked in addition to holiday pay.

**Section 4.** In order to be eligible for holiday pay provided herein, an employee must comply with the following provisions:

1. An employee, who is scheduled to work on any holiday, but who fails to report and perform his scheduled or assigned work, shall become ineligible to be paid for the unworked holiday, unless he failed to perform such work because of sickness or because of a death in his immediate family.

2. An employee, who fails to work both on his last scheduled work day prior to his first scheduled work day following the day on which the holiday is observed, shall become ineligible to be paid for the unworked holiday, unless he failed to work because of sickness or because of a death in his immediate family.

#### **ARTICLE 30** **CALL-BACK PAY**

**Section 1.** An employee called back to work beyond their normal quitting time shall be paid at the overtime rate for all hours worked, provided however, the minimum call-back shall be two (2) hours at the overtime rate.

Provided however, that it is understood that once an employee clocks out and has not left the City premises and is requested by the supervisor to complete the job that has been called in which constitutes an emergency type situation, the Union agrees that the two (2) hour call-back provision shall not apply.

#### **ARTICLE 31** **REPORT-IN-PAY/INCLEMENT WEATHER**

**Section 1.** An employee, who reports to work on a normally scheduled work day without notice not to report, shall receive eight (8) hours work or eight (8) hours pay at the applicable rate of pay in lieu thereof.

**Section 2.** If the weather is too cold or severe in the judgment of the department head, he may assign crews to work indoors. If any crew feels that weather is too cold or severe, they may be excused from working if the temperature is below 10 degrees F., if they are required to work outside their vehicles; but those excused will not be paid. However, they may work on Saturday or Sunday to make up lost days and will be paid at straight time rate for working on make-up days.

## **ARTICLE 32**

### **LONGEVITY**

**Section 1.** Bargaining Unit employees shall be paid longevity pay rolled into their base hourly rates of pay as indicated in APPENDIX "B" according to the following continuous service:

#### **Continuous Service**

- 5 years, less than 10 years
- 10 years, less than 15 years
- 15 years, less than 20 years
- 20 years, less than 25 years
- 25 years, less than 30 years
- 30 years, or more

**Section 2.** Employees continuous service record shall be determined by using the last date of hire with the "CITY". Continuous service shall include paid sick leave, approved leaves of absences and tour(s) of duty in any branch of the Armed Services of the United States. -An employee who has had his service with the "CITY" terminated and is later rehired, shall have his new continuous service begin the day of rehire for purpose of this Section.

**Section 3.** Each employee shall advance to the next higher group classification on the first day of the month following the anniversary date of his employment with the "CITY" which entitles him to such advancement.

## **ARTICLE 33**

### **HOSPITALIZATION/LIFE INSURANCE**

**Section 1. Hospitalization:** The hospitalization plan may provide for a One Hundred Dollar (\$100.00) deductible for in network single coverage, Two Hundred Dollar (\$200.00) deductible for in network family coverage, and Two Hundred Dollar (\$200.00) deductible for out of network. For the next One Thousand Five Hundred Dollars (\$1,500.00) in covered expenses, the Employer shall pay ninety percent (90%), and the Bargaining Unit Member shall pay ten percent (10%) in network and eighty percent (80%) Employer/ Twenty percent (20%) Bargaining Unit Member out of network.

After the Bargaining Unit Member has paid the maximum of Seven Hundred Fifty Dollars (\$750.00), the Employer shall pay one hundred percent (100%) of all covered expenses. The Bargaining Unit Member's responsibility shall not exceed a total of Seven Hundred Fifty Dollars (\$750.00) in any calendar year for hospitalization and major medical expenses that are covered

Each bargaining unit member shall be provided with a "Drug Card". With the use of this card the bargaining unit member could pay up to a maximum of Thirty five dollars (\$35) per non-formulary prescription, Twenty dollars (\$20.00) per formulary prescription and Ten dollars (\$10.00) per generic prescription. The remainder of the prescription card shall be paid by the Employer. The fees paid by the bargaining unit member while using this card may not be included in their total annual deductible.

All bargaining unit members shall be furnished with a fully paid life insurance policy on ten thousand dollars (\$10,000.00). The coverage shall provide double indemnity provisions for accidental death or dismemberment. The Employer shall provide at no cost to the bargaining unit members, this policy.

**Section 2.** The City may offer alternative health care plans to qualified members of the AFSCME Union that deviate from Section 1 of this Article.

**Section 3.** Each employee of the AFSCME Union shall have the right to choose between the City plan or alternative plan during each enrollment period. Before any alternate plans are offered to any individual member of the AFSCME Union, the City will provide the Union with all available information on each and every plan it has to offer.

#### **ARTICLE 34**

#### **AFSCME UNION HEALTH AND WELFARE FUND**

**Section 1.** Effective July 1, 2003, the "CITY" shall pay \$53.75 each month for each employee in classifications represented by the "UNION" into the AFSCME Health and Welfare Fund to provide the following coverage:

- a. Life Insurance
- b. Vision Care Benefits
- c. Hearing Aid Benefits
- d. Dental Plan II to Include all dependents and spouse
- e. Legal Plan

Any employee in classifications represented by the "UNION" who were provided other coverage than the above by the "CITY", the "CITY" agrees to stop payment and coverage and shall only provide the AFSCME Health and Welfare benefit payment to the "UNION" for employees covered under this Agreement.

## **ARTICLE 35**

### **RETIREMENT**

**Section 1.** Upon retirement, an employee shall receive a lump sum payment of unused sick leave according to the following formula in Section 2.

**Section 2.** Up to one hundred seventy (170) sick days, full compensation (six-month (6) salary); plus full compensation of forty percent (40%) of sick days in excess of one hundred seventy (170).

**Section 3.** In case an employee leaves the service of the "CITY" after five (5) years' service, he shall be paid forty percent (40) of his accumulated sick leave.

**Section 4.** An employee that retires and receives lump sum payment shall not be eligible for further lump sum payment of unused sick leave.

**Section 5.** Upon death of an employee, a lump sum payment of accumulated sick leave shall be paid according to Section 2, to the surviving spouse, or if none survives, to the estate.

## **ARTICLE 36**

### **NON-DISCRIMINATION/UNION MEMBERSHIP AND ACTIVITIES**

**Section 1.** The "CITY" recognizes the right of all employees and all applicants for employment to be free to join the "UNION" and to participate in lawful concert "UNION" activities. Therefore, the "CITY" agrees that there shall be no discrimination, interference, restraint, coercion, or reprisal by the "CITY" against any employee or applicant for employment because of "UNION" membership or because of any lawful activity in an official capacity on behalf of the "UNION", or as to age, sex, marital status, race, color, creed, national origin, political affiliation, or disability/handicap.

## **ARTICLE 37**

### **EXTRA CONTRACT AGREEMENTS**

**Section 1.** It is agreed that any or all verbal and written agreement which add to or amend or delete the provisions of this Agreement shall be negotiated by the Mayor or his designees and the President of Local 996 or his designated officers. Any verbal and written agreements that do not meet the above criteria are null and void. This provision shall not be interpreted to encompass nor alter the recognition clause or Management Rights clause of this Agreement.

**ARTICLE 38**  
**NON-DISCRIMINATION/CIVIL RIGHTS**

**Section 1.** Both the "CITY" and the "UNION" recognize their respective responsibilities under Federal and State Civil Rights Laws, Fair Employment Practice Acts, and other similar constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of criminate in any matter relating to employment on the basis of race, color, creed, national origin, age or sex, marital status political opinions or affiliations or handicap.

**ARTICLE 39**  
**CONSULTATION/PARTICIPATION AND/OR CONCURRENCE**

**Section 1.** It is agreed that in the event of any Federal, State or other type jobs/work program is legislated by any entity outside the "CITY" of Massillon, the "CITY" and "UNION" shall meet within 30 days of such legislation or being furnished up-to-date current Rules and Regulations and Procedures, to negotiate any such legislation effect on wages, hours, and all other conditions of employment on bargaining unit employees.

**ARTICLE 40**  
**FORM/TOOL ALLOWANCE**

**Section 1. Tools:** The "CITY" agrees to continue the practice of furnishing and providing all tools and equipment needed by mechanics in the performance of their jobs at no cost to those employees.

**Section 2. Uniforms:** The "CITY" agrees to furnish and provide employees within the Parks Department, Service Garage, and the Solid Waste Department with four (4) complete sets of uniforms or coveralls per year at no cost to the employee and further agrees to supply three (3) complete sets to the Electric Department with the understanding be mandatory to be worn during all working hours.

**ARTICLE 41**  
**SAFETY AND HEALTH**

**Section 1. Union Cooperation:** Safety is a mutual concern to the "CITY" and the "UNION". The "UNION" will cooperate with the "CITY" in encouraging employees to observe all safety rules and practices necessary to maintain a safe and healthful workplace.

**Section 2. City Cooperation:** The "CITY" shall make every reasonable effort to comply with Federal, State or Local Safety and Health laws, rules and regulations.

**Section 3. Personal Protective Equipment:** Where personal protective equipment is needed to protect employees from injury or work that may affect the health of employees, then person protective equipment shall be provided by the "CITY".



The "CITY" shall provide to employees in the Sanitation Department, foul weather gear, such as raincoats, at no cost to the employee and will replace as needed.

The City shall purchase safety equipment required to operate chain saws.

**Section 4. First Aide Kits:** First Aid Kits shall be made available at "CITY" facilities and easily accessible to all work sites.

**Section 5. Safety Shoes/Boots:** The "CITY" shall pay eighty dollars (\$80.00) each year towards the purchase of safety-toed shoes or boots to be effective April 1, 1997. Safety-toed shoes or boots shall be mandatory on July 1, 1984 and for the term of this agreement. In the event an employee has a physical or medical problem in the wearing of said safety-toed shoes or boots, then employees shall be required to wear a similar type work shoe or boot while working for the "CITY" during working hours. Medical proof may be required at the request of the "CITY". Arrangements on payment for said shoes or boots shall be mutually agreed upon between the parties to this agreement.

## **ARTICLE 42**

### **LABOR/MANAGEMENT MEETINGS**

In the interest of sound Labor/Management and to promote harmonious relations, a labor/management committee shall be established. Meetings shall be held quarterly each year and shall be scheduled by convenient, mutually agreed to times by the parties. Additional meetings may be scheduled by mutual agreement. The committee shall be made up of the Mayor and/or his designee and two (2) members of the local union. An Ohio Council 8 staff representative may attend such meetings and each side may invite one (1) additional member on an "ad-hoc" basis. Additional meetings may be scheduled by mutual agreement. Labor members of the committee shall suffer no loss of pay for attending said meetings.

An agenda shall be exchanged at least three (3) working days in advance of the scheduled meeting with a list of matters to be discussed and acted upon in the meeting. The City agrees to post the Chain-of-Command for all departments.

## **ARTICLE 43**

### **CONTRACTING OUT**

**Section 1.** The "CITY" reserves the right to contract or subcontract out projects which require a high degree of specialization so long as the employment of current employees is not jeopardized by the contracting out of such work.

The employee's current work week shall not be shortened or curtailed and the employee's rate of pay shall not be affected by such contracting.

The "CITY" shall not use this section to erode bargaining unit work or to dispose of or not replace equipment. When changes in replacement equipment change staff size, the "UNION" and Management will meet to negotiate wages, hours, and working conditions.

#### **ARTICLE 44**

#### **WAGES AND OTHER COMPENSATION**

**Section 1. Wages:** Effective April 1, 2006, employees within the bargaining unit shall receive a 0.0% hourly wage increase and which shall be added to all steps of the wage schedule;

Effective April 1, 2007, 4.0% hourly wage increase will apply to all steps of the wage schedule;

Effective April 1, 2008, 4.0% hourly wage increase will apply to all steps of the wage schedule.

**Section 2. Employer Pickup; Fringe Benefit Method:** During the term of this Agreement, the Public Employees Retirement System increases the employees contribution, the "CITY" agrees to "pick up" such increase.

**Section 3. Employer Pickup - Deferred Compensation Method:** Effective the first pay day after April 1, 1985, that portion of the employee contribution to the Public Employees Retirement System of Ohio equal to eight and one-half percent (8 1/2%) of the employee's earned compensation shall be picked up (assumed and paid) on behalf of the employee, and in lieu of payment to the employee and by the employee, by the City of Massillon. If the employee's percentage of contribution is increased by the Public Employees Retirement System of Ohio, the "CITY" will pick up and pay the additional contribution amount. The provisions of this paragraph shall apply uniformly to all employees of the bargaining unit, and no employee shall have the option to elect a wage increase or other benefit in lieu of the payment provided for herein. The "CITY" shall, in reporting and making remittance to the Public Employees Retirement System of Ohio, report that each employees contribution has been made as provided by statute.

The sum paid hereunder by the "CITY" on behalf of the employee, i.e., eight and one-half percent (8 1/2%) of the employee's earned compensation, is not to be considered additional salary or wages and shall not be treated as increased compensation and shall be deducted from gross pay. For purposes of computing the employee's earnings or basis of his contribution to the Public Employees Retirement System of Ohio, the amount paid by the City on behalf of the employee as his statutory obligation is intended to be and shall be considered as having been paid by the employee in fulfillment of his statutory obligation.

Holiday pay, overtime pay, vacation pay, compensation pay, severance pay, and any other earned compensation shall be computed on an employee's base pay, before deferrals.

The "CITY" shall keep the proper records of an employee's gross pay (before deferral) for pension purposes, further the "CITY" shall keep the proper records of an employee's adjusted gross pay for income tax purposes.

**Section 4.** Original hire of an employee shall be at the entrance rate of the classification concerned and future advancement within a pay range shall be as follows:

a. On the first day of the payroll period following the anniversary date of his employment (continuous service) with the "CITY", each employee shall advance within the pay rate for this appropriate grade class to the pay rate which his years of continuous service entitles him to advance. Said employee shall continue to so advance each year until he has reached the maximum rate for his grade class.

b. When an employee's initial compensation is at a step rate higher than the entrance rate for the grade class in which he is employed, said employee shall advance to the next higher rate for his grade class on the first day of the payroll period following the anniversary date of his employment with the "CITY". Said employee shall continue to so advance each year until he has reached the maximum rate for his grade class.

c. Upon recommendation of the Safety-Service Director, the Mayor may approve initial compensation at a rate higher than the minimum rate in the pay range for the class when the needs of the service so require; provided that any such exception is based on the outstanding and unusual character of the employee's experience and ability over and above the qualification requirements specified for the class, or that a critical shortage of applicants exists. In the later case, any incumbents in the same class receiving a lower rate shall have their rates increased to the rate established for the entrance of new employees.

**Section 5. Starting Rate on Return to Duty:** When an employee returns to duty in the same class of position after separation from the "CITY" service of not more than one (1) year, which separation was not due to discreditable circumstances, such employee shall receive the rate in the pay range at the step corresponding to the step rate received at the time of separation, and shall subsequently serve there for at least such period as is normally required for advancement to the next higher rate.

**Section 6. Starting Rate on Return from Military Service:** Any employee who leaves or has left the "CITY" service to enter the active service of the Armed Forces of the United States, and who subsequently is reinstated to a position previously held by him, shall be entitled to receive the rate of compensation at the step to which he would have been entitled had his service with the "CITY" not been interrupted by service in the Armed Forces.

**Section 7. Pay Checks:** Pay checks and W-2 forms will be distributed to bargaining unit employees in a sealed envelope.

## **ARTICLE 45**

### **RESIDENCY**

**Section 1. Residency:** All employees must reside within the Massillon Municipal Court District within one (1) year of being hired for employment and continue to maintain residency within the Massillon Municipal Court District at all time during such continued employment.

If at any time the State adopts a residency law that conflicts with this Section, the State residency law shall supersede the more restrictive requirements of this Section.

**Section 2. Commercial Driver's License:** Employment with the City is based on the necessity to keep current and valid all operating permits required by the City of Massillon or the State of Ohio.

Any Bargaining Unit member who, through a court or insurance action, loses their required license may be subject to discipline up to and including dismissal.

Any employee who loses their eligibility to operation a vehicle requiring a commercial driver's license (CDL) shall have two hundred seventy (270) days to re-obtain their commercial driver's license (CDL) privileges.

An employee who loses their commercial driver's license (CDL) may be pieced on a non-driving status if a position is available. If no position is available, the employee shall be placed on an unpaid leave of absence during the two hundred seventy (270) day re-obtainment period. The employee may, during the period, use acquired vacation or compensatory time.

The City agrees to reimburse employees the renewal costs of their CDL upon proof of renewal.

## **ARTICLE 46**

### **SUCCESSOR**

**Section 1.** This agreement shall be binding upon the parties hereto together with their respective successors and assigns.

**Section 2. Savings Clause:** The agreement shall be subject to any applicable present and future Federal, State laws outside the provisions of this Agreement in accordance with O.R.C. Section 4117.10 (a).

If any Article of this Agreement, or any part thereof, should be made invalid by operation of law, or by any tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

Subject to the paragraph above, and found or made invalid, the "CITY" and the "UNION" shall meet within thirty (30) working days to negotiate a legal alternate to that specific portion of the contract only.

**ARTICLE 47**  
**GRIEVANCE AND MEDIATION**

Section 1. All grievances which have been appealed to arbitration will be referred to mediation unless either part determines not to mediate a particular grievance. Arbitration scheduling will give priority to cases which have first been to mediation.

Section 2. The parties shall mutually agree to a panel of mediators to serve in the capacity of grievance mediators. Panel members must be experienced mediators and/or arbitrators with mediatory skills. Mediation panel members may not serve as arbitrators.

Section 3. The grievant or steward, as designated by the Union, shall have the right to be present at the mediation conference. Each party may have no more than two (2) representatives at the mediation meeting, but each party may consult with as many other individuals that it deems necessary.

Section 4. The mediator may employ all of the techniques commonly associated with mediation, including private caucuses with the parties, but the taking of oaths and the examination of witnesses shall not be permitted and no verbatim record of the proceeding shall be taken. The purpose of the mediation effort is to reach a mutually agreeable resolution of the dispute and there will be no procedural constraints regarding the review of facts and arguments. Written materials presented to the mediator will be returned to the party at the conclusion of the mediation meeting.

Section 5. Mediation efforts will be informal in nature. In the event that a grievance that has been mediated is not resolved by mediation efforts, there shall be no reference in the arbitration proceeding to the Mediator's advisory opinion or the information presented by either side at the mediation meeting.

Section 6. At the mediation conference the mediator shall first seek to assist the parties in reaching a mutually satisfactory settlement of the grievance which is within the parameters of the collective bargaining agreement. If a settlement is reached, a settlement agreement will be entered into at the mediation conference. The mediator shall not have the authority to compel the resolution of a grievance.

Section 7. If a grievance remains unresolved at the end of the mediation session the mediator will provide an advisory opinion as to how the grievance is likely to be decided if it is presented at arbitration. This opinion is non-binding and inadmissible in any subsequent arbitration proceeding.

Section 8. If the parties do not accept the advisory opinion, the Union may appeal the grievance to arbitration. All applicable time limits for appealing a grievance to arbitration contained in the parties' collective bargaining agreements shall commence the date the Union receives the mediator's advisory opinion.

Section 9. The dates, times and places of mediation sessions will be determined by mutual agreement by the parties. Each party shall designate a representative responsible for scheduling mediation sessions.

Section 10. The fees and expenses to be charged by the mediator shall be shared equally by the parties.

**ARTICLE 48**  
**DURATION AND TERM**

Section 1. This Agreement shall be effective April 1, 2006, and shall continue in effect until March 31, 2009, unless either party gives written notice to the other party at least ninety (90) days prior to March 31, 2009, to terminate, modify or negotiate a successor collective bargaining agreement



**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement this \_\_\_\_ day of September, 2006, effective April 1, 2006.

**FOR THE UNION, LOCAL 996  
AFSCME, AFL-CIO**

\_\_\_\_\_  
, President

\_\_\_\_\_  
, Negotiating Committee

\_\_\_\_\_  
, Negotiating Committee

\_\_\_\_\_  
, Negotiating Committee

**FOR THE CITY OF MASSILLON, OHIO**

\_\_\_\_\_  
Francis H. Cicchinelli, Jr., Mayor

\_\_\_\_\_  
Michael Loudiana, Director of Public  
Safety & Service

**FOR OHIO COUNCIL 8, AFSCME, AFL-CIO**

\_\_\_\_\_  
Fred L. Hartsel, Staff Representative

### **SIDE LETTER**

The parties agree that for the term of this Agreement (2006-2009), the staffing levels of the current classifications shall remain unchanged except in the case of a layoff. The parties further agree that the staffing level of the classification of Truck Driver in the Streets department shall be increased from four (4) to five (5) Truck Drivers.

**ATTACHMENT #1**

**ORDINANCE BY CITY COUNCIL**

This Agreement between the parties shall be submitted to City Council with a request and recommendation by the Mayor and the City for approval. However, the Committee shall be furnished copies of any Ordinance prior to said submission for review and approval before submission to City Council.

ATTACHMENT #2

SUBJECT: RULE ON LIFE LINES FOR SEWER WORKERS

Dated: \_\_\_\_\_

It has always been considered safe practice for men investigating or working in sanitary or storm sewers to be equipped With a life line and to have a fellow workman standing by outside for assistance if and when it is needed perhaps in some instances, Department Heads have used equivalent tools for this kind of work, such as air packs, masks, or air exhausters.

Repeatedly, we read of a tragedy in another town where someone is overcome and dies as a result of sewer gas. Death, although attributable to sewer gas is even more attributable to the absence of safe practices in this kind of work.

Effective immediately, all Department Heads and City employees are instructed to provide and use life lines or equivalent protective equipment to investigate or work in manholes or utility lines where there is any possibility of affixation with a fellow employees standing by as an attendant.

This will undoubtedly be more time consuming and in some instances, require additional help. This is inconsequential when compared to loss of life.

If Departments involved in this work need lines or harnesses so that this procedure is effective, they are hereby instructed to purchase this equipment wherever and whenever needed.

WHEN IN DOUBT, USE IT!

\_\_\_\_\_  
Service Director

**ATTACHMENT #3**

**SUBJECT: RULES ON ACCIDENT REPORTS**

Dated: 2/19/98

All employees driving City-owned vehicles, whenever involved in an accident, are to call the Police immediately and report the accident to their Department Head immediately. This directive applies to all accidents, however, slight, whether there is any damage or not, whether another vehicle is involved or not, and including damage to private property.

Violation of directive will result in IMMEDIATE SUSPENSION following a pre-disciplinary hearing.

WHEN IN DOUBT, CALL POLICE AND REPORT TO DEPARTMENT HEAD.

---

Service Director

#### ATTACHMENT #4

#### SUBJECT: RULES ON BACKING OF TRUCKS

Dated: \_\_\_\_\_

Previous accidents emphasize the dangers involved in City trucks backing in and out of driveways, alleys, and on public streets.

This is particularly acute in Departments that use large trucks because there exist certain blind areas to the rear under the best of conditions.

We have given present practices considerable thought and it has been decided that, even though the following will result in some additional work and inconvenience, we must make this change to insure that no similar accidents will happen in the future.

Consequently, effective immediately, all Department Heads and City employees are instructed not to use public or private driveways or alleys where it is necessary to back in or out with large trucks and not to back up such trucks on public streets. The only exceptions permitted will be:

1. Where extreme and unusual circumstances warrant, or
2. Where it is required in the work process, (such as will sometimes occur in the Street, Electric, and Sewer Departments).

....and in each and every such instances, the Helper (or other City employee) must be in a position to clearly observe all the backing area, and he must observe and direct the Truck Driver in the safe execution of this maneuver.

Except as required in the work process, all Truck Drivers are required to inform their Department Head if you have any doubts on the application of this rule so that there is no misunderstanding of what is intended.

Employees are also reminded that they are required to obey all traffic regulations while driving City trucks.

\_\_\_\_\_  
Service Director



APPENDIX "A"

REPORT OFF FORM

Any employee receiving a report of absence is required to complete this form and give it to his Supervisor as soon as possible.

=====

Employee reported off: \_\_\_\_\_

Person reporting absence: \_\_\_\_\_

Circle one:    By Phone       In Person       By Note

Reason for absence: \_\_\_\_\_

Doctor Called? \_\_\_\_\_ Who? \_\_\_\_\_

When? \_\_\_\_\_

Expects to return to work on: \_\_\_\_\_

Report received by: \_\_\_\_\_

Date: \_\_\_\_\_ Hour: \_\_\_\_\_

=====

Approved: \_\_\_\_\_  
Department Head

Disapproved: \_\_\_\_\_

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

**APPENDIX "B"**  
**WAGE SCHEDULE**

## GRIEVANCE SETTLEMENT AGREEMENT

WHEREBY Cliff Lackey (hereinafter "LACKEY"), has filed a grievance through his representative, AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES (hereinafter "AFSCME"), with regards to the circumstances regarding his layoff by the CITY OF MASSILLON (hereinafter "MASSILLON"), his return to work to the Wastewater department following a layoff in 2004, his desire to return to the Streets department, and his seniority status; and

WHEREBY, the parties agree that it is in their best interest to settle the grievance short of arbitration without any admission by either party;

THEREFORE, the parties agree as follows:

1. LACKEY shall be returned to the classification of Laborer within the Streets Department following the signing of this Agreement, and shall fill the Laborer position posted on May --, 2006; and
2. LACKEY shall be credited with seniority for any and all time working as a Laborer in the Massillon Wastewater department; and
3. That AFSCME and Lackey shall withdraw any and all pending grievance(s) regarding the circumstances regarding his layoff, his return to work to the Wastewater department following a layoff in 2004, his return to the Streets department, and his seniority; and
4. That AFSCME shall not accept or agree to file any type of grievance or action on behalf of any other bargaining unit member impacted by this Agreement; and
5. That neither party admits to any wrongdoing in this matter and that this settlement is designed to resolve the issue in the most efficient manner while preserving the resources of the parties; and
6. That neither party shall use the settlement of this grievance as precedent in any other grievance.

For City of Massillon

For the AFSCME

\_\_\_\_\_  
Mike Loudiana

\_\_\_\_\_  
Fred Hartsell

# CITY OF MASSILLON

**CODE  
A**

**0%**

**AFSCME**

**APRIL 1, 2006 - MARCH 31, 2007**

**(PAY PERIOD MARCH 20, 2006 - MARCH 18, 2007)**

**PAID 3/23/07**

2006	ENT.	1 Yr	2 Yr	5 Yr	10 Yr	15 Yr	20 Yr	25 Yr	30 Yr
1-H	11.45	11.73	11.96	12.23	12.42	12.67	12.88	13.24	13.57
3-H	11.98	12.31	12.62	12.88	13.06	13.32	13.54	13.90	14.23
6-H	12.75	13.06	13.39	13.67	13.86	14.19	14.34	14.69	15.04
9-H	14.12	14.64	15.28	15.50	15.70	15.97	16.20	16.55	16.91
10-H	14.77	15.30	15.74	16.03	16.26	16.51	16.73	17.09	17.46
11-H	15.40	15.93	16.52	16.86	17.07	17.32	17.55	17.92	18.28
12-H	16.30	16.84	17.40	17.70	17.94	18.20	18.44	18.83	19.19
13-H	16.97	17.51	18.05	18.42	18.63	18.85	19.14	19.49	19.89
14-H	17.68	18.22	18.77	19.14	19.36	19.58	19.85	20.23	20.62
15-H	18.35	18.90	19.46	19.82	20.02	20.29	20.56	20.95	21.33
16-H	19.07	19.61	20.16	20.49	20.72	21.00	21.27	21.64	22.05

**CODE  
A**

**4%**

**AFSCME**

**APRIL 1, 2007 - MARCH 31, 2008**

**(PAY PERIOD MARCH 19, 2007 - MARCH 16, 2008)**

**PAID 3/21/08**

2007	ENT.	1 Yr	2 Yr	5 Yr	10 Yr	15 Yr	20 Yr	25 Yr	30 Yr
1-H	11.91	12.20	12.44	12.72	12.91	13.18	13.39	13.77	14.11
3-H	12.45	12.80	13.13	13.39	13.58	13.85	14.08	14.46	14.80
6-H	13.26	13.58	13.92	14.21	14.42	14.75	14.91	15.27	15.64
9-H	14.68	15.23	15.89	16.12	16.33	16.61	16.84	17.22	17.59
10-H	15.36	15.91	16.37	16.67	16.91	17.17	17.40	17.78	18.16
11-H	16.02	16.57	17.19	17.53	17.75	18.01	18.25	18.63	19.01
12-H	16.96	17.52	18.10	18.41	18.66	18.93	19.17	19.59	19.95
13-H	17.65	18.21	18.77	19.15	19.38	19.61	19.91	20.27	20.69
14-H	18.39	18.95	19.52	19.90	20.13	20.37	20.65	21.04	21.44
15-H	19.09	19.65	20.24	20.61	20.82	21.10	21.38	21.78	22.19
16-H	19.83	20.40	20.96	21.31	21.55	21.83	22.12	22.50	22.93

**CODE  
A**

**4%**

**AFSCME**

**APRIL 1, 2008 - MARCH 31, 2009**

**(PAY PERIOD MARCH 17, 2008 - MARCH 22, 2009)**

**PAID 3/27/09**

2008	ENT.	1 Yr	2 Yr	5 Yr	10 Yr	15 Yr	20 Yr	25 Yr	30 Yr
1-H	12.39	12.68	12.94	13.23	13.43	13.70	13.93	14.32	14.67
3-H	12.95	13.31	13.65	13.93	14.12	14.40	14.65	15.04	15.39
6-H	13.79	14.13	14.48	14.78	14.99	15.34	15.51	15.88	16.26
9-H	15.27	15.84	16.52	16.76	16.98	17.27	17.52	17.90	18.29
10-H	15.98	16.55	17.03	17.34	17.58	17.85	18.10	18.49	18.88
11-H	16.66	17.23	17.87	18.23	18.46	18.73	18.98	19.38	19.78
12-H	17.64	18.22	18.82	19.15	19.40	19.68	19.94	20.37	20.75
13-H	18.36	18.94	19.52	19.92	20.16	20.39	20.70	21.08	21.52
14-H	19.12	19.71	20.30	20.70	20.94	21.18	21.47	21.89	22.30
15-H	19.85	20.44	21.05	21.43	21.65	21.94	22.24	22.66	23.08
16-H	20.63	21.21	21.80	22.17	22.41	22.71	23.01	23.40	23.85

DATE: OCTOBER 16, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

ORDINANCE NO. 157 - 2006

*passed*  
LEGISLATIVE DEPARTMENT

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the Lincoln Center Debt Fund, Solid Waste Fund and the General Fund, for the year ending December 31, 2006, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

There be and hereby is appropriated from the unappropriated balance of the Lincoln Center Debt Fund, for the year ending December 31, 2006, the following:

\$22,225.00 to an account entitled "Phase III Interest" 1303.940.2621

Section 2:

There be and hereby is appropriated from the unappropriated balance of the Solid Waste Fund, for the year ending December 31, 2006, the following:

\$20,000.00 to an account entitled "Administration Expense" 2102.605.2377

Section 3:

There be and hereby is appropriated from the unappropriated balance of the General Fund for the year ending December 31, 2006, the following:

\$150.00 to an account entitled "Fire Salaries" 1100.325.2110

Section 4:

This Ordinance is hereby declared to be an emergency measure, for the efficient operation of the various departments of the City of Massillon and for the preservation of the public health, safety and welfare of the community. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

*2<sup>nd</sup> page is the signature page*

DATE: OCTOBER 16, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

*passed*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. <sup>159</sup>158 - 2006

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain transfers in the 2006 appropriations from within the General Fund, of the City of Massillon, Ohio, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

There be and hereby is transferred from the 2006 appropriations from within the General Fund, of the City of Massillon, Ohio, the following:

FROM	"Hosp/Eye/Den/Pres/Life"	1100.435.2210	\$60,500.00
	"Real Property Tax"	1100.905.2391	\$ 6,602.50
	"State Examination"	1100.905.2395	\$11,153.09
TO:	"Police Salary"	1100.305.2110	\$56,400.00
	"Janitor Hosp/Eye/Den/Pres/life"	1100.410.2210	\$ 4,100.00
	"Police Salary"	1100.305.2110	\$11,153.09
	"Police Salary"	1100.305.2110	\$ 6,602.50
FROM:	"Hosp/Eye/Dental"	1100.210.2210	\$15,550.00
TO:	"Disability & Pension"	1100.325.2710	\$15,550.00
FROM	"Deputy Auditor Salary"	1100.205.2111	\$ 5,938.00
	"Law Director Staff Salary"	1100.115.2111	\$ 5,012.00
	"Council Salary"	1100.105.2110	\$ 326.00
	"Law Director OPERS"	1100.115.2230	\$ 600.00
TO:	"Hosp/Eye/Den/Pres"	1100.205.2210	\$ 5,000.00
	"Law Director PERS"	1100.115.2230	\$ 654.00
	"Street Lighting"	1100.905.2392	\$ 4,346.00



FROM: "Income Tax PERS"	1100.210.2230	\$ 3,810.95
"Auditor PERS"	1100.205.2230	\$ 2,833.00
"Mayor PERS"	1100.110.2230	\$ 4,000.00
TO: "Disability & Pension Transfer"	1100.325.2710	\$ 3,810.95
"Street Lighting"	1100.905.2392	\$ 2,833.00
"Street Lighting"	1100.905.2392	\$ 4,000.00

Section 2:

That this Ordinance is hereby declared to be an emergency measure, the reason for the emergency being that said funds are necessary for the operation of the various departments for 2006, and for the preservation of the public health, safety and welfare of the community. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006

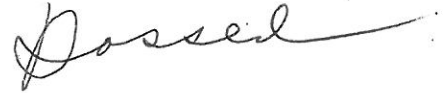
APPROVED: \_\_\_\_\_  
MARY BETH BAILEY, CLERK OF COUNCIL      GLENN E. GAMBER, PRESIDENT

APPROVED: \_\_\_\_\_  
FRANCIS H. CICCHINELLI, JR., MAYOR

DATE: OCTOBER 16, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO



COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

RESOLUTION NO. 21 - 2006

BY: FINANCE COMMITTEE

TITLE: A RESOLUTION accepting the amounts and rates as determined by the Budget Commission and authorizing the necessary tax levies and certifying them to the County Auditor.

(SEE ATTACHED PAGES)

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006

APPROVED \_\_\_\_\_  
MARY BETH BAILEY, CLERK OF COUNCIL      GLENN E. GAMBER, PRESIDENT

APPROVED: \_\_\_\_\_  
FRANCIS H. CICCHINELLI, JR., MAYOR

KIM R PEREZ  
STARK COUNTY AUDITOR

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE  
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND  
CERTIFYING THEM TO THE COUNTY AUDITOR

Revised Code, Secs. 5705.34-5705.35

The (Council of the) MASSILLON CITY,  
Of Stark County, Ohio, met in Open Session on the 16<sup>th</sup> day of  
October at the office of City Council with the following members present:

Ron Mang  
Chuck Maize  
Kathy Catazaro-Perry  
Tony Townsend  
Donnie Peters  
Dave McCune  
Paul Manson  
Tim Bryan  
Jayne Ferrero

Mr./Ms. Kathy Catazaro-Perry moved the adoption of the following Resolution:

WHEREAS, This council in accordance with the provisions of law has previously adopted  
a Tax Budget for the next succeeding fiscal year commencing January 1st, 2007; and

WHEREAS, The Budget Commission of Stark County, Ohio, has certified its action thereon to this council  
together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this (Council/Board),  
and what part thereof is without, and what part within the ten mill limitation; there be it

RESOLVED, by the (Council) of City of Massillon City/Village, Stark County, Ohio that the  
amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted:  
and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said (Village/City) the rate of each  
tax necessary to be levied within and without the ten mill limitation as follows:

# SCHEDULE A

## SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES

<u>FUND</u>	Amount to be derived from Levies outside 10 mill Limitation	Amount Approved by Budget Commission Inside 10 Mill Limitation	County Auditor's Estimate of Tax Rate to be Levied	
			Inside	Outside
General Fund		1,333,478	9.70	
Firemen Pension		150,402	0.30	
Police Pension		150,402	0.30	
Museum	277,338			1.00
Total	277,338	1,634,282	10.30	1.00

SCHEDULE B  
LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND

Maximum Rate  
Authorized  
to be Levied

County Auditor's  
Estimate of Yield  
of Levy

GENERAL FUND:

Current expense levy authorized by voters on  
for not to exceed Continued years.

Emergency Current expense levy authorized by voters on  
for not to exceed 5 years.

Emergency Current expense levy authorized by voters on  
for not to exceed Continued years.

Current expense levy authorized by voters on  
for not to exceed Continued years.

Current expense levy authorized by voters on  
for not to exceed Continued years.

Current expense levy authorized by voters on  
for not to exceed 5 years.

Current expense levy authorized by voters on  
for not to exceed Continued years.

Current expense levy authorized by voters on  
for not to exceed Continued years.

Current expense levy authorized by voters on  
for not to exceed Continued years.

Current expense levy authorized by voters on  
for not to exceed years.

Museum Levy authorized by voters on 5/6/03  
for not to exceed 5 years.

1.00

277,338

Fund: Levy authorized by voters on  
for not to exceed years.

Fund: Levy authorized by voters on  
for not to exceed years.

Fund: Levy authorized by voters on  
for not to exceed years.

Fund: Levy authorized by voters on  
for not to exceed years.

And be it further

Resolved, That the clerk of this Board be and he is hereby directed to certify a copy of this resolution to the County Auditor of said County.

Mr./Ms. \_\_\_\_\_ seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

Mr./Ms. \_\_\_\_\_

Mr./Ms. \_\_\_\_\_

Mr./Ms. \_\_\_\_\_

Mr./Ms. \_\_\_\_\_

Mr./Ms. \_\_\_\_\_

Mr./Ms. \_\_\_\_\_

Adopted the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
City/Village

\_\_\_\_\_  
County, Ohio.

CERTIFICATE TO COPY  
ORIGINAL ON FILE

The State of Ohio, Stark County, Ss.

I, \_\_\_\_\_ Clerk City/Village of \_\_\_\_\_

Within and for said County, and in whose custody the Files and Records of said Council are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing is taken and copied from the Original

now on file, that the foregoing has been compared by me with said original document, and that the same is true and correct copy thereof.

Witness my signature, this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Clerk

No. \_\_\_\_\_

City/Village \_\_\_\_\_, Stark County Ohio.

Resolution

Accepting the amounts and rates as determined by the Budget Commission and authorizing the necessary tax levies and certifying them to the County Auditor.

Adopted \_\_\_\_\_

\_\_\_\_\_  
Clerk

Filed \_\_\_\_\_

\_\_\_\_\_  
County Auditor

By \_\_\_\_\_  
Deputy Auditor