

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
GLENN E. GAMBER, PRESIDENT
AGENDA

DATE: TUESDAY, JULY 6, 2010
PLACE: COUNCIL CHAMBERS
TIME: 7:30 P.M.

THERE ARE NO PUBLIC HEARINGS TONIGHT

1. ROLL CALL
2. INVOCATION BY COUNCILMAN RON MANG
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

ORDINANCE NO. 82 – 2010

BY: COMMUNITY DEVELOPMENT COMMITTEE

Pass 9-0

AN ORDINANCE indicating what services the City of Massillon, Ohio, will provide to the Sibila Family LLC Annexation, upon annexation, and declaring an emergency.

ORDINANCE NO. 83 – 2010

BY: RULES, COURTS & CIVIL SERVICE COMMITTEE

Pass 9-0

AN ORDINANCE directing 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, 2009 through April 1, 2012, and declaring an emergency.

ORDINANCE NO. 84 – 2010

BY: FINANCE COMMITTEE

Pass 9-0

AN ORDINANCE making certain appropriations from the unappropriated balance of the General Fund, Golf Fund and the 1206 Municipal Motor Vehicle License Fund, for the year ending December 31, 2010, and declaring an emergency.

RESOLUTION NO. 10 – 2010

BY: COMMITTEE OF THE WHOLE

Pass 9-0

A RESOLUTION honoring the 2010 Perry High School State Softball Champions.

RESOLUTION NO. 11 – 2010

BY: COMMITTEE OF THE WHOLE

Pass 9-0

A RESOLUTION honoring Washington High School Junior Devin Smith for winning the Division I Long Jump State Championship.

7. UNFINISHED BUSINESS
8. PETITIONS AND GENERAL COMMUNICATIONS
9. BILLS, ACCOUNTS AND CLAIMS

10. REPORTS FROM CITY OFFICIALS

- A). MAYOR SUBMITS MONTHLY PERMIT REPORT FOR JUNE 2010
- B). AUDITOR SUBMITS MONTHLY REPORT FOR JUNE 2010

11. REPORTS OF COMMITTEES

12. RESOLUTIONS AND REQUESTS OF COUNCIL MEMBER

13. CALL OF THE CALENDAR

14. THIRD READING ORDINANCES AND RESOLUTIONS

15. SECOND READING ORDINANCES AND RESOLUTIONS

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: JULY 6, 2010

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
GLENN E. GAMBER, PRESIDENT

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 82 - 2010

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE indicating what services the City of Massillon, Ohio, will provide to the Sibila Family LLC Annexation, upon annexation, and declaring an emergency.

WHEREAS, certain property owners have filed a petition requesting the Sibila Family LLC area be annexed to the City of Massillon, Ohio, pursuant to the Ohio Revised Code Section 709.02, and

WHEREAS, Ohio Revised Code Section 709.03(D) requires that upon receiving notice, the Municipal Legislative Authority, shall by Ordinance or Resolution, adopt a statement indicating what services, if any, the municipal corporation will provide to the territory proposed for annexation upon annexation, and

WHEREAS, this Ordinance is intended to comply with the requirements of the Ohio Revised Code section 709.03(D), and

WHEREAS, it is required by Section 709.033 (A) (6) of the Ohio Revised Code, that no street or highway will be segmented by municipal/township boundary line as to create a maintenance problem; and if a street or highway is divided, the municipality agrees to assume all maintenance of such street or highway as part of the annexation.

WHEREAS, the legislative authority of the City of Massillon, Ohio, is supportive of the annexation proposal, and

WHEREAS, the Stark County Commissioners will scheduled a public hearing for the Sibila Family LLC Annexation.

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

Section 1:

The City will provide to the proposed area, upon annexation, the availability of all municipal services extended to all of the current citizens, residents and property owners of the City of Massillon, including but not limited to the services of the Municipal Police Department, Municipal Fire Department, Municipal Service Department, Engineering Department, Building Department, Street Department, Safety Department, Planning Department, Health Department, Sewer Department and the services of the City of Massillon Administration within approximately one year of the annexation. There are no roadway areas involved in this annexation.

Section 2:

This Ordinance is hereby declared to be an emergency measure for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary to indicate what services the City of Massillon will provide to the area upon annexation prior to the Stark County Commissioners hearing on the annexation petition currently scheduled for August 25, 2010 at 6:00pm in Massillon City Council Chambers, Two James Duncan Plaza, Massillon, Ohio 44646. 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 _____ 2010

APPROVED: _____
MARY BETH BAILEY, CLERK OF COUNCIL

GLENN E. GAMBER, PRESIDENT

APPROVED: _____

FRANCIS H. CICCHINELLI, JR., MAYOR

DATE: JULY 6, 2010 CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
GLENN E. GAMBER, PRESIDENT

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 83 - 2010

BY: RULES, COURTS AND CIVIL SERVICE COMMITTEE

TITLE: AN ORDINANCE directing 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, 2009 through April 1, 2012, 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 Plant employees that shall be in effect from April 1, 2009 through April 1, 2012.

Section 2:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community, and for the additional reason that it is necessary to approve the proposed contract promptly so it may go into effect. Provided it receives the affirmative vote of three-fifths of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, the report shall be deemed accepted.

PASSED IN COUNCIL THIS _____ DAY OF _____ 2010

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

APPROVED: _____
FRANCIS H. CICCHINELLI, JR., MAYOR

AGREEMENT
BETWEEN
EMPLOYEES OF
THE WASTEWATER TREATMENT DEPARTMENT
OHIO
AND
THE CITY OF MASSILLON, OHIO

EFFECTIVE: APRIL 1, 2009

EXPIRES: APRIL 1, 2012

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PREAMBLE

This Agreement made and entered into this _____ day of July, 2010, by and between the City of Massillon, Ohio, (hereinafter referred to as the "City") and Ohio Council 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 the 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 the Agreement;

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

ARTICLE 1

RECOGNITION

The "City" recognizes the "Union" as the sole and exclusive representative of the employees of the Wastewater Treatment Department as hereinafter, defined, for the purposes of collective bargaining with respect to rates of pay, hours of employment, and other conditions of employment within the bargaining unit.,

Section 1. The term "employee" as used throughout this Agreement shall apply to those employees who are employed in the following departments classification, excluding supervisors:

Wastewater Treatment Department'

Wastewater Operators

- 16W Chief Operator (W/ Class III License)
- 15W Operator III (W/Class III License)
- 14W Operator II (W/Class II License)
- 13W Operator (W/Class I License)
- 12W Operator / No License

Plant Maintenance

- 16W Chief Maintenance Mechanic (W/Class III License)
- 15W Maintenance Mechanic III (W/Class III License)
- 14W Maintenance Mechanic II (W/Class II License)
- 13W Maintenance Mechanic I (W/Class I License)
- 12w Maintenance Mechanic / No License

Collection Maintenance

16W Collection Crew Chief (W/WC Class II License and/or Wastewater Operator (W/Class III License)
15W Maintenance Mechanic III (W/Coll Sys II License)
14W Maintenance Mechanic II (W/Coll Sys II License)
13W Maintenance Mechanic I (W/Coll Sys I License)
12W Maintenance Mechanic / No License
14W Sewer Inspector I (W/Coll Sys I License)
11W Labor II
9 W Labor I
1 W Temporary Labor

Section 2. As used herein, the term "supervisor" means an individual having authority to hire, suspend, layoff, recall, promote, discharge, assign or discipline other employees or to recommend such action effectively, or to responsibly direct employees. The phrase "responsibly direct employees" shall require that the person in question regularly direct employees in the day to day work duties, and in doing so, must exercise independent judgment and discretion.

Section 3. Work performed by employees in the bargaining unit shall not be performed by supervisors, 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 methods or procedures of performing work operations;
- D. Inspection of faulty equipment to determine the cause and method of correction;
- E. When total crew is three or less, supervisors may work with the rest of the crew.

**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 4. Employees in all newly created job classifications established in the department, presently covered by the 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 classifications then included in the bargaining unit.

ARTICLE 2

CITY PREROGATIVES

Section 1. The management of the various departments, the direction of the working force, the right to adopt reasonable rules, the right to discipline and discharge for just cause, to increase or decrease the working force, to determine the work to be done and the equipment to be used,

the right to abolish positions for reasons of economy or lack of need, and all other management prerogatives, provided that the exercise of these prerogatives shall not violate any provisions of this agreement.

Section 2. Create a cost containment committee to discuss ways to control insurance cost.

ARTICLE 3

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 4

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.

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 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(C) 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 bonafide 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.

Section 14. 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.

ARTICLE 5

EMPLOYEE REPRESENTATION

Section 1. The operator employees and maintenance employees each shall be permitted a negotiating union representative. Each union representative shall also have an alternate representative to function in place of the union representative, during the union representative's absence.

Section 2. The union shall submit written notification to the City containing the names of each union representative and alternate representative, and shall notify the City promptly of any changes.

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

ARTICLE 6

GRIEVANCE PROCEDURE

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

Section 2. It is the intention of the City and the Union that this formal grievance procedure shall only be used when grievances between an employee and his supervisor or between the City and the Union cannot be settled informally.

STEP 1. The grievance in writing shall be taken up by the aggrieved employees, accompanied by the department steward if desired, within five (5) working days after occurrence of the facts giving rise to the grievance.

The immediate supervisor shall give his answer in writing within five (5) 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, union representatives, and necessary witnesses concerning the grievance. The department head shall give his answer in writing within five (5) working days. 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 to the Service Director within five (5) working days.

The Service Director shall, within five (5) work days after the grievance is presented at Step 3, meet with the union representative, the grieving employee and other witnesses as needed concerning the grievances.

A decision in writing shall be made by the 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 the 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 committee representative and the grieving employee within fifteen (15) days of the written disposition of such grievance by the Service Director. The decision of such Arbitrator shall be in writing and binding upon the parties hereto.

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 selection of an Arbitrator, either party may in writing request the American Arbitration Association to submit a list of nine (9) 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 or 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 representative on the basis of the disposition last made, and shall not be subject to further appeal. The failure of the City to answer a grievance within the time limits, at any step of the Grievance Procedure, shall be considered a settlement of the grievance in favor of the Grievant.

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 representative.

ARTICLE 7

UNION ACTIVITY – VISITATIONS

Section 1. Union Representatives of the employee 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 employee matters, upon notification to, and permission of the Service Director.

Section 2. Labor/Management Meetings In the interest of sound labor/management relations, on a mutually agreeable day and time, the Superintendent and the Service Director and/or his designee, and the Mayor and/or his designee shall meet with not more than three (3) representatives of the Union to discuss pending problems and to promote a more harmonious labor/management relationship.

An agenda will be furnished at least five (5) working days in advance of the requested meetings with a list of the matters to be taken up in the meeting, and the name of those union representatives who will be attending. The purpose of such meeting shall be to:

- a. Discuss the administration of the agreement.
- b. Notify the union of changes made by the Employer which affect bargaining unit members of the union.
- c. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties.
- d. Disseminate general information of interest to the parties.
- e. Discuss ways to increase productivity and improve efficiency.
- f. To consider and discuss health and safety matters relating to employees.

It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible. If a needed member of either Labor or Management is on authorized leave, a mutual day shall be arranged. The City agrees to post the Chain-of-Command for all departments.

ARTICLE 8

WORKING HOURS

Section 1.

- a. The normal work week for employees shall consist of forty (40) hours, of five (5) consecutive days of eight (8) hours each, 7:30 a.m. to 3:30 p.m., Monday thru Sunday.

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

Workweek- a workweek is defined as a period of seven (7) consecutive workdays and corresponds to 1201 AM Monday through 12:00 Midnight the following Sunday. A typical work week consists of forty (40) hours per week. When a change in schedule 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.

b. The normal work week for employees shall consist of forty (40) hours of five (5) days of eight (8) consecutive hours each, on any of the Monday thru Sunday.

c. The Department may, by vote of effected members and agreement by the City, change the times of the normal work week, for the employees.

d. The normal work week may be temporarily changed, by notification to the Union, due to process or procedure changes.

e. The normal workweek shall not be changed unless the City and the Union mutually agree to such change.

Section 2.

a. Employees shall be permitted a maximum twenty (20) minute paid lunch break at a time of their choosing which does not affect, hinder or alter procedures or processes.

b. Employees shall be permitted a ten (10) minute rest period (coffee break) approximately at the middle of the first half and the middle of the second half to the shift at a time of their choosing which does not hinder or alter procedures or processes.

Section 3. For purposes of computing overtime, credit shall be given for paid vacations, pre-approved sick leave, compensatory time, approved Personal Days and Holidays.

Section 4. At least one Operator qualified to operate the entire plant shall be on duty at all times.

Section 5. The Plant Manager shall post a shift selection schedule on the bulletin board by the first week of December of each year. Shift selection shall be by seniority within the classification. The new shift schedule shall be implemented within the first fifteen (15) days of the new year.

ARTICLE 9

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 eight (8) hours in any one (1) day in excess of forty (40) hours in any one (1) work week. 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 2. If an employee elects to "work over", he may be granted equal time off if approved by the City. If an employee is required to work over, it shall be considered overtime.

Section 3. 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 4. For purposes of computing overtime, credit shall be given for paid vacations, paid holidays, jury duty days and pre-approved sick time.

Section 5. An Overtime Rotating List shall be maintained by the City for those employees holding the same classification. These Lists shall be maintained based upon seniority within the Wastewater Department starting with the most senior employee being ranked as #1 to the least senior employee. Posted overtime and emergency opportunities will be filled based upon the List.

When an employee who is at the top of the list refuses the overtime or works the overtime assignment, he/she is then rotated to the bottom of the list. All employees will be asked in order until the overtime assignment is accepted. If no employee voluntarily accepts the overtime, and there are not an adequate number of employees working, there will be forced overtime.

In the event of forced overtime, employees shall be scheduled or called in beginning with the least senior employee(s) on the previous shift in the classification(s) needed who shall work four (4) hours. The remaining four (4) hours shall be covered by the least senior employee(s) on the succeeding shift in the classification(s) who shall be called in early. In the event that the employee on the succeeding shift is unavailable to work the employee on the previous shift shall remain for the duration of the shift.

1. If the employee accepts the overtime assignment and does not work the overtime assignment and additional personnel are needed to work, the assignment will be offered based upon the Overtime Rotating List except in cases of emergencies.

2. 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 department qualified to do the work. If it becomes necessary to obtain personnel outside the department for overtime assignments, the above procedure shall be followed.

3. The intent of Section 5 and Items 1 thru 3 is for emergency overtime only and not pre-scheduled overtime.

4. 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.

Section 6. The City shall be the sole judge for the necessity of any overtime.

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.

Section 8. A shift differential of \$.50 per hour for 2nd shift, 3:30 p.m. - 11:30 p.m., and shift differential of \$.75 per hour 3rd shift, 11:30 p.m. - 7:30 a.m., to operators and maintenance mechanics which are designed as their scheduled shift. Employees who replace another worker for three days or more shall receive this additional rate. Hours apply to all employees as described in Article 8, Section 1.

Section 9. When an employee signs up for scheduled overtime and then desires to remove their name from the overtime list prior to the scheduled day of work, that employee must give a minimum of three (3) days notice to the City, or they will work the overtime that was originally requested.

ARTICLE 10

BULLETIN BOARD

Section 1. It is agreed that the union shall have access to a bulletin board for the purpose of posting union notices or union literature provided that all notices or materials are signed by the union.

ARTICLE 11

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.

Section 2. The sixty (60) day probationary period shall be in effect for a one (1) year period. After the one (1) year period, both parties shall sit down and negotiate whether to continue this period of 60 days or revert back to a ninety (90) day probationary period.

ARTICLE 12

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:

1. Absences due to medically substantiated disability.
2. Temporary lay off due to lack of work or funds.
3. Absences due to service in the United States Armed Services.

Section 2. Supervisors shall maintain their seniority (if any) under this Agreement for one (1) calendar year.

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 the department covered by this Agreement. A copy shall also be forwarded to the Union representative.

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 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.

ARTICLE 13

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 the departmental bulletin board.

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.

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 qualified for a higher-rated job during the trial period by:

- a. Deciding that it is satisfactory to him; and
- b. By the department head's determination that the employee's performance is satisfactory on the job; that is
- c. 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 Classifications.

The trial period may be less than sixty (60) days.

Section 8. Immediately upon qualifying, his new classification seniority is retro-active to the first (1st) 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 high-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) work 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 from within the bargaining unit, the City may hire a new employee for the job.

ARTICLE 14

LATERAL TRANSFERS

Section 1. An employee may exercise his classification seniority for the purpose of lateral transfer or shift transfer when an opening occurs in 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 lateral transfer or change of shift must make application in writing. The City shall supply such form and the 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 15

TEMPORARY TRANSFERS

Section 1. For the efficient operation of the City, employee may be temporarily transferred

within the department. An employee 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.

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 position.

ARTICLE 16

LAYOFF

Section 1. Whenever it is necessary because of lack of work or lack of funds to reduce the number of employees in a department and in a classification the procedure outlined in this section shall be followed. The appointing authority may determine the job classification and the number of employees in each class to be laid off. Any such layoff shall proceed by laying off in the following order:

1. CETA and/or Federally funded employees;
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 layoff is necessary, employees shall be laid off on the basis of classification seniority and shall have "bumping" rights against other temporary employees regardless of seniority, and also other employees with less seniority within the classification. In case of a classification series, an employee laid off out of his classification shall have "bumping" rights into the next lower rated classification within the series. Temporary employees shall be permitted to bump other temporary employees pursuant to this procedure.

Section 3. Before any bargaining unit employee is given notice of layoff, 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 layoff notices.

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

Section 5. In the 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 layoff.

ARTICLE 17

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 layoff.

ARTICLE 18

TEMPORARY EMPLOYEES

Section 1. Temporary employees are those employees hired for special projects (such as painting and cutting grass), or to fill in for approved leaves of absence. In the 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 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 shall receive the higher rate of pay for any hours worked in that higher classification.

ARTICLE 19

LEAVES OF ABSENCE

Section 1. Paid Sick Leave.

- A. Each full-time employee of the City shall be entitled to 4.6 hours of sick leave for each 80 hours worked. 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 rate as a full-time employee.
- C. The employee may use sick leave, subject to approval of the department and the qualifications that follow, for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, to sickness or death in the employee's immediate family, pregnancy and/or childbirth and other conditions related thereto.

Section 2. Immediate Family.

A. An employee's immediate family, as referred to herein shall be identified as follows: Grandparent, Brother, Sister, Brother-in-law, Sister-in-law, Daughter-in-law, Son-in-law, Father, Father-in-law, Mother, Mother-in-law, Spouse, Child, Grandchild, Legal guardian or other person who stands in place of parent.

B. Absences shall be reported to the employee's department before the regular starting times on each day of absence. Plant operators shall report off no later than two (2) hours prior to the start of their shifts. Maintenance Mechanics shall report off no later than one (1) hour prior to their shifts. The Report off Form, attached as Appendix "C", shall be used when employees report off for absences. In case of extended illness, the employee shall be expected to periodically inform his supervisor or department head of his progress and expected date of return to work.

C. An employee who has separated his service with the City and is re-employed, will have his previously accumulated sick leave placed to his credit upon the date of re-employment.

D. 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 holidays shall not be charged to the employee's accumulated sick leave.

E. Employee may use up to five (5) personal days a year without penalty, and chargeable to accumulated sick leave, with at least five (5) days advance notification. Personal leave is not to be used as vacation but to conduct personal business that cannot be conducted otherwise outside of the employee's working schedule.

Section 3. 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.

Section 4. 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.

Section 5. 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 warning stage, and when the employee notifies the City before any disciplinary action is taken.

6. "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.

ARTICLE 20

UNPAID LEAVES OF ABSENCE

Section 1. Personal Leave. An 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 he works, upon comment of the department head and the approval of the Service Director.

Section 2. 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 this 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 otherwise 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 3. 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 21

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. After three (3) months of an employee's period of disability, the department supervisor and the Service Director may, at their option, extend for an additional three (3) months the period of disability or order said employee to submit to an examination by a physician approved by the Public Employees Retirement Board to determine the extent of the disability. If such examination is ordered, the Service Director shall notify the Union immediately in writing and in advance of the examination. The employee shall not be responsible for any charges or fees resulting from said 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 the Article shall in no event exceed the period of disability.

ARTICLE 22

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 date of any leave of absence if such 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 12, Seniority.

ARTICLE 23

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 serves 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 department head.

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 one-half (1/2) hour if in Massillon or one (1) hour if in Canton provided the employee's scheduled work day will still be working within normal quitting times.

ARTICLE 24

FUNERAL LEAVE

Section 1. An employee shall be granted up to five (5) work days funeral leave in event of death of a member of the immediate family. Such funeral leave shall be deducted from the employee'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 25

VACATIONS

Section 1. All employees except temporary and seasonal employees shall earn vacation with pay at the following rate:

- 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) years of employment.

Section 2. Vacations become due on or after January 1st of each year. After an employee completes one (1) full year of service, the anniversary date of employment for vacation purposes shall be January 1st of each year. Service credit shall be given for consecutive service in any department of the City including approved leaves of absence.

Section 3. Vacations shall be scheduled by seniority in each department upon the request of the employee. Seniority will be in effect for the first thirty (30) days after the employee has requested his vacation. After thirty (30) days seniority cannot bump the employee from the days he has scheduled. 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. In event of denial of an employee's vacation request, a meeting shall be scheduled between the Union Representatives and Service Director to resolve the dispute.

Section 4. The department Supervisor shall maintain a vacation calendar. All employees must record their vacation requests on the calendar by December 1st of each year. Employee's name and date of the request shall be recorded on the calendar for each days vacation requested.

A. The following are the maximum number of employees of each type that can schedule vacation for the same day: One (1) Chief Operator; one (1) Operator; one (1) Chief Maintenance Mechanic; one (1) Maintenance Mechanic Plant; one (1) Sewer Crew Chief; one (1) Maintenance Mechanic Collections and one (1) Laborer.

B. Vacations must be requested seven (7) workings days in advance of dates desired.

C. If an employee takes five (5) or more consecutive days vacation, he shall not be required to work any part of his normal two days off coinciding his vacation days.

D. Employees may elect to take vacation in eight (8) hour segments, but shall do so under conditions outlined in this Article.

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.

Section 6. Upon death of the employee, any unused vacation shall be paid to the employee's estate.

Section 7. Employees who so desire may take earned vacation leave according to the following plans:

A. Two (2) weeks of earned vacation leave must be taken, unless an employee is in his retiring year.

Section 5. If an operator takes two (2) or less vacation days or any personal days over a holiday weekend, that is any weekend that the holiday is celebrated on a Friday or a Monday, and a relief operator is required to work Saturday or Sunday, the relief operator shall be paid at one and one-half (1-1/2) times his normal hourly rate. Under no circumstances shall the relief operator be paid for less hours than the operator he is replacing would receive over said holiday period.

Section 6. Any employee holding the classification of Wastewater Operator may exercise the option to use the holidays listed in Section 1 of this Article (except Christmas Day) as a floating holiday by providing written notice to the City at least seven (7) calendar days prior to the holiday. Employees who exercise this option will be paid straight time for the first eight (8) hours actually worked on the holiday and will not be eligible for overtime rate for working the holiday. In the case where the employee is required to work more than eight (8) hours on a holiday, the employee will be paid straight time for the first eight (8) hours and overtime rate for any time beyond the first eight (8) hours. The employee will also have eight (8) hours of floating holiday that he/she may take on any date except another holiday between the actual date and the end of that calendar year. In the case of those employees who celebrate their Birthday Holiday and/or Anniversary holiday in December, the employee may elect to use these two (2) holidays thirty (30) days prior to the actual date.

Any other employee of the Department may use their Birthday Holiday and Anniversary Date holiday in the manner set forth above.

Floating holidays must be scheduled pursuant to Article 25 Section 4(A).

ARTICLE 27

REPORT-IN-PAY

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.

ARTICLE 28

CALL-BACK-PAY

Section 1. An employee called back to work beyond his normal quitting time shall be paid at the overtime rate for all hours worked, but, shall receive a minimum payment equivalent to four (4) times the employee's regular hourly rate of pay.

ARTICLE 29

LONGEVITY

Section 1. Wastewater Treatment Plant employees shall be paid longevity rolled into and added on to their base hourly rate of pay and computed as indicated in Appendix B.

Section 2. Employee's 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 absence 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 purposes of this section.

Section 3. Each employee shall advance to the next higher group classification on the first day of the first full pay period following the anniversary date of his employment with the City which entitles him to such advancement.

ARTICLE 30

HOSPITALIZATION/LIFE INSURANCE

Section 1. 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 the terms of 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 will all available information on each and every plan it has to offer.

ARTICLE 31

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 Plan 1
- B. Vision Care Plan 1 Benefits
- C. Hearing Aide Benefits
- D. Dental Plan 2A
- E. Legal Plan

ARTICLE 32

RETIREMENT

Section 1. When a full-time employee retires pursuant to the rules and regulations established by the applicable retirement board, said employee shall be entitled to receive a lump sum payment for unused sick leave according to the following formula:

Up to one hundred seventy (170) sick days, full compensation, (seventeen (17) pays); plus full compensation of forty percent (40%) of sick days in excess of one hundred seventy (170) days.

Section 2. 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 3. In computing the above formulas (Section 1 and 2) the employee shall be deemed to have worked one hundred-seventy-three (173) hours per month and the amount to be received computed accordingly.

Section 4. Any employee that retires and receives lump sum payment shall not, upon reemployment by the City, be eligible for any further lump sum payment for unused sick leave.

Section 5. Upon death of an employee a lump sum payment of accumulated sick leave according to the retirement formula in Section 1 of this article shall be paid to the employee's estate.

Section 6. In case of the death of an employee, hospitalization coverage shall be continued by the City for the dependents of the employee through the month following the month in which the employee died.

ARTICLE 33

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 a 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 any applicant for employment because of Union membership or because of any lawful activity in an official capacity on behalf of a Union.

ARTICLE 34

EXTRA CONTRACT AGREEMENTS

Section 1. It is agreed that any or all verbal and written agreements which add to or amend or delete the provisions of this Agreement shall be negotiated by the Mayor or his designees, the Union Staff Representative, and the President of Local 996 or his designated officers, and shall be reduced in writing. This provision shall not be interpreted to encompass nor alter the Recognition clause or Management Rights clause of the Agreement.

ARTICLE 35

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 re-affirm their commitment legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age or sex.

ARTICLE 36

CONSULTATION/PARTICIPATION AND/OR CONCURRENCE

Section 1. The City agrees to abide by Section 676.24 of the CETA Regulations and to the extent that the Negotiating Committee of the Employees of the Wastewater Treatment Plant shall be appropriately consulted and participate in the design and content of the training, work experience, PSE, Vocational Exploration programs, (VEP), (OJT), and other appropriate activities with respect to job descriptions, wage rates, training arrangements, occupations planned, employees name, address, work location, etc.

The City must obtain written concurrence from the Negotiating Committee before any CETA program may go into operation. If no written concurrence is obtained from the Union, the Administration nor the Civil Service Commission or City Council shall effectuate any CETA program.

ARTICLE 37

UNIFORMS, 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 uniforms on a commissary type program. The City will furnish the following items as needed. One pair coveralls, one winter work coat, four uniform shirts, four pair uniform pants, rain gear made available. Steel toe work shoes are to be purchased by the employee. If the employee elects to purchase steel toe shoes, they must be worn. The City shall pay eighty dollars (\$80.00) each year towards the purchase of safety-toed or boots to be effective April 1, 2000.

ARTICLE 38

CONTRACTING OUT

Section 1. The City reserves the right to contract or sub-contract out projects which require a high degree of specialization that Wastewater Treatment plant employees cannot perform, and are not qualified to do, 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.

ARTICLE 39

WAGES

Section 1. Wages: Effective April 1, 2009 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, 2010, 0.0% hourly wage increase will apply to all steps of the wage schedule;

Effective April 1, 2011, 4.0% hourly wage increase will apply to all steps of the wage schedule.

The Wage Rate Schedule is attached at Appendix "B".

Section 2. 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 range 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 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 latter 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 3. Starting Rate on Return to Duty: When an employee returns to duty in the same class of position after a 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 advance to the next higher rate.

Section 4. Schooling - Job Required: Employees who are required to take courses to keep up their certification or credentials for their job shall be paid the expenses for attending those courses including wages and other expenses incidental to them.

In addition they shall receive a stipend for those courses which shall be computed as follows:

A. Seven dollars (\$7.50) per classroom hours up to a maximum of seven hundred and fifty dollars (\$750.00) in 1994.

B. Seven dollars (\$7.50) per classroom hours up to a maximum of seven hundred and fifty dollars (\$750.00) in 1995.

C. Seven dollars (\$7.50) per classroom hours up to a maximum of seven hundred and fifty dollars (\$750.00) in 1996.

All hours obtained in a calendar year will be paid only in that calendar year.

All courses and/or seminars attended will require Department Head's approval prior to attendance.

1. The employee must apply in advance to the Service Director through the department head.

Section 5. Schooling-Job Related:

A. The City of Massillon will pay for tuition and textbooks for employees taking job related courses. The courses must relate to their particular field of endeavor or be a part of a degree in their field of endeavor.

B. Reimbursement shall be made to the employee by the City after completion of courses or the cost of the training program can be paid directly to the person or firm conducting the program. The employee must pass the course and receipts have to be furnished upon completion in order to be reimbursed. The employee shall have the right to keep the textbooks:

C. Application:

1. The employee must apply in advance to the Service Director through the department head.

2. After successful completion of the course, the employee must submit a transcript of the passing grades and paid receipts to the department head who, along with the Service Director, will give authority for payment. This must be requested within 45 days after the end of the course.

3. The employee must apply each semester (or quarter).

D. Compensation: An employee shall receive the appropriate compensation for the most advanced of the following categories:

STEP 1. \$3.20 Annually per earned credit hour on a quarterly basis.
\$4.82 Annually per earned credit hour on a semester basis.

STEP 2. \$600.00 Annually for an Associate Degree in a field directly related to the job.

STEP 3. Step 2 plus Step 1 where applicable above the Associate Degree.

STEP 4. \$1,200.00 Annually for a Bachelor's Degree in a field directly related to the job.

E. In case an employee has credits or a degree related to his field of endeavor from an accredited institution of higher learning acquired previous to this contract the educational credit and degree compensation may be paid for the related courses and/or degrees. The relatedness of the courses shall be decided by a committee made up of the Mayor and representatives of the Classified, Unclassified, and Wastewater Treatment bargaining units. Continuing Education Units will be considered for compensation under the job-related stipend. The union will determine the proper rate and relatedness.

F. In case degrees or courses are required for a position or classification, the employee shall not be paid for both the higher position and the educational stipend. For example: engineers, Wastewater Treatment Operator classification grades, etc.

G. The additional payments as specified shall be in addition to the employee's regular rate of pay and shall be paid in two (2) equal payments on the first (1st) pay in June and the first (1st) pay in December, provided, however, payment shall only be made to those qualified who have attained their degree or certification within at least five (5) days prior to the date of payment. The Associate Degrees and the Bachelor Degrees must be received from a fully-accredited college or university.

H. In no case will reimbursement or compensation be granted for any studies beyond the Bachelor Degree, except in the case of the engineer or any other position which requires that degree. In that case, the City will pay only for the next higher degree.

Section 6. Employees who are sent out of town to attend seminars, meetings, etc., shall be paid their regular wage plus mileage at \$.22 cents per mile for the use of their own car, lodging, toll charges and meals. Expenses including meals will be reimbursed from receipts submitted. The maximum reimbursement for meals shall not exceed \$25.00 per day.

Section 7. Employees who use their own cars for City business may be reimbursed at the rate of \$.22 cents per mile. The maximum is \$85.00 per month for that use. Long trips, if a City car is unavailable, are exempt. Auto club mileage charts will be used to determine trip miles. Employees may, in lieu of the car allowance, use their exempt for Federal Income Tax deductions.

Section 8. 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 for his service with the City not been interrupted by service in the Armed Forces.

ARTICLE 40

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 times 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 placed 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 41

SUCCESSOR

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

ARTICLE 42

GRIEVANCE 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 43

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 44

P.E.O.P.L.E

The Employer agrees to deduct voluntary contributions to Public Employees Organized for Political Legislative Equality (P.E.O.P.L.E). Deductions shall be submitted to the Controller of AFSCME Ohio Council 8 pursuant to an authorization card furnished to the employer and attached hereto as Exhibit C no later than the tenth (10th) day following deductions. The Union shall be furnished an alphabetical listing of employees having political deduction made at the time the contributions are submitted to the Union, and an updated list shall be provided to the Union semi-annually. All P.E.O.P.L.E deductions shall be made as a deduction separate from the dues and Fair Share Fee deductions.

ARTICLE 45

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 46

DURATION AND TERM

Section 1. Letter of Understanding:

The parties agree to joint bargaining sessions with the bargaining units represented by Ohio Council 8 and Local 996, American Federation of State, County and Municipal Employees, AFL-CIO, upon notification to negotiate being served under the Duration and language of the contracts.

Section 2. Duration and Term: This Agreement shall be effective April 1, 2009 and expire April 1, 2012, and shall continue in effect until April 1, 2012, unless either party gives written notice to the Other party at least ninety (90) days prior to April 1, 2012 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 July 2010, effective April 1, 2009.

FOR THE UNION, LOCAL 996

FOR THE CITY OF MASSILLON, OHIO

Francis H. Cicchinelli, Jr., Mayor

Mike Loudiana, Director of Public Safety &
Service

FOR OHIO COUNCIL 8, AFSCME, AFL-CIO

Shelby Woodall, Staff Representative

Leslie Iams Kuntz, Chief Negotiator

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: _____

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.

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 exists 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-1

TIME LATE TIME DOCKED

up to 6 minutes	1/10 hour
7 to 12 minutes	2/10 hour
13 to 18 minutes	3/10 hour
19 to 24 minutes	4/10 hour
25 to 30 minutes	5/10 hour
31 to 36 minutes	6/10 hour
37 to 42 minutes	7/10 hour
43 to 48 minutes	8/10 hour
49 to 54 minutes	9/10 hour
55 to 60 minutes	1 hour

etc. •

Pius Reprimand

OVERTIME WORKED

up to 5 minutes	0
6 to 11 minutes	1/10 hour overtime
12 to 17 minutes	2/10 hour overtime
18 to 23 minutes	3/10 hour overtime
24 to 29 minutes	4/10 hour overtime
30 to 35 minutes	5/10 hour overtime
36 to 41 minutes	6/10 hour overtime
42 to 47 minutes	7/10 hour overtime
48 to 53 minutes	8/10 hour overtime
54 to 59 minutes	9/10 hour overtime etc.

APPENDIX B

APPENDIX C

MEMORANDUM OF UNDERSTANDING

August 2006

In the event that the residency law adopted by the Ohio legislature is overturned by court action or legislative enactment, the residency language in the collective bargaining agreement shall apply. Any bargaining unit member who moved outside the Massillon Municipal Court District in reliance of the change to the residency law shall be excluded from the application of the collective bargaining agreement on residency.

DATE: JULY 6, 2010

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
GLENN GAMBER, PRESIDENT

COUNCIL CHAMBERS

Passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO.84 – 2010

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the General Fund, Golf Fund and the 1206 Municipal Motor Vehicle License Fund, for the year ending December 31, 2010, 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 General Fund, for the year ending December 31, 2010, the following:

\$300,000.00 to an account entitled "Salary - Fire" 1100.325.2110
\$ 30,000.00 to an account entitled "Supplies/Materials" 1100.325.2410

Section 2:

There be and hereby is appropriated from the unappropriated balance of the Golf Fund, for the year ending December 31, 2010, the following:

\$40,000.00 to an account entitled "Food/Beverage Supplies" 2104.920.2412

Section 3:

There be and hereby is appropriated from the unappropriated balance of the 1206 Municipal Motor Vehicle License Fund, for the year ending December 31, 2010, the following:

\$1,297.80 to an account entitled "Services/Contracts" 1206.435.2392

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.

PASSED IN COUNCIL THIS _____ DAY OF _____ 2010

ATTEST: _____
MARY BETH BAILEY, CLERK OF COUNCIL GLENN E. GAMBER, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR, MAYOR

DATE: JULY 6, 2010

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
GLENN E. GAMBER, PRESIDENT

COUNCIL CHAMBERS

Passed
LEGISLATIVE DEPARTMENT

RESOLUTION NO. 10 - 2010

BY: COMMITTEE OF THE WHOLE

TITLE: A RESOLUTION honoring the 2010 Perry High School State Softball Champions.

WHEREAS, the Perry High School State Softball Champions represent the first sports team championship in the school history.

WHEREAS, the Perry Local School District represents a significant number of Massillon residents.

Now, therefore be it resolved that Massillon City Council and the citizens of City of Massillon congratulate the Perry High School Softball team and the coaches for an outstanding season.

PASSED THIS _____ DAY OF _____ 2010

ATTEST: _____
MARY BETH BAILEY, CLERK OF COUNCIL GLENN E. GAMBER, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR., MAYOR

DATE: JULY 6, 2010

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
GLENN E. GAMBER, PRESIDENT

passed

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

RESOLUTION NO. 11 - 2010

BY: COMMITTEE OF THE WHOLE

TITLE: A RESOLUTION honoring Washington High School Junior Devin Smith for winning the Division I Long Jump State Championship.

WHEREAS, Devin Smith is the first track state champion at Washington High School since 1987.

WHEREAS, Devin's jump of 23' 4.5" gave him a state title and a new school record.

Now, therefore be it resolved that Massillon City Council and the citizens of City of Massillon congratulates Devin Smith for his outstanding accomplishment.

PASSED THIS _____ DAY OF _____ 2010

ATTEST: _____
MARY BETH BAILEY, CLERK OF COUNCIL GLENN E. GAMBER, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR., MAYOR