

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

DATE: MONDAY, JUNE 6, 2011
PLACE: COUNCIL CHAMBERS
TIME: 7:30 P.M.

THERE ARE NO PUBLIC HEARINGS TONIGHT

1. ROLL CALL *MANQ ABSENT*
2. INVOCATION BY COUNCILMAN LARRY SLAGLE
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. 70 – 2011

BY: COMMUNITY DEVELOPMENT COMMITTEE

PASS 8-0
AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to enter into an agreement with Carbonlessdemand.com to provide an economic development "inducement grant" to assist the company in locating its business to Massillon, and declaring an emergency.

ORDINANCE NO. 71 – 2011

BY: ENVIRONMENTAL COMMITTEE

PASS 8-0
AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to grant a 20 foot wide easement to Aqua Ohio Water Company in the City of Massillon, and declaring an emergency.

ORDINANCE NO. 72 – 2011

BY: POLICE AND FIRE COMMITTEE

1ST READING
AN ORDINANCE authorizing the Mayor and the Director of Public Service and Safety to enter into a contract agreement with the Massillon Firefighters Association, Local #251, Collective Bargaining employees for the extension of said contract for six (6) months, November 10, 2011 through May 10, 2012, and declaring an emergency.

ORDINANCE NO. 73 – 2011

BY: PUBLIC UTILITIES COMMITTEE

1ST READING
AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a Non-Development Gas & Oil Lease with Ohio Valley Energy Systems Corporation for a 52.51 acre parcels owned by the City of Massillon, and declaring an emergency.

ORDINANCE NO. 74 – 2011

BY: FINANCE COMMITTEE

PASS 8-0
AN ORDINANCE making certain appropriations from the unappropriated balance of the 1410 16TH Street Project Fund, Muni Motor Vehicle License Tax Fund, 2105 Stormwater Utility Fund, Economic Development Fund, Wastewater Treatment Capital Improvement Fund, Inn at University Village Infrastructure Fund, Shearer's Foods Infrastructure Fund and the Faircrest Properties Infrastructure Fund, for the year ending December 31, 2011, and declaring an emergency.

ORDINANCE NO. 75 – 2011

BY: FINANCE COMMITTEE

1ST READING

AN ORDINANCE making certain appropriations from the unappropriated balance of the Economic Development Fund, for the year ending December 31, 2011, and declaring an emergency.

ORDINANCE NO. 76 – 2011

BY: FINANCE COMMITTEE

PASS 8-0

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids and enter into contract, upon award and approval of the Board of Control, with the lowest and best bidder for the purchase of fuel for city vehicles at an off-site location, and declaring an emergency.

RESOLUTION NO. 6 – 2011

BY: COMMUNITY DEVELOPMENT COMMITTEE

1ST READING

A RESOLUTION endorsing the proposed annexation of approximately 5.972 acres of land in Perry Township, owned by the City of Massillon, Ohio, together with 29.013 acres of land owned by the State of Ohio located in Perry Township and urging the Board of Stark County Commissioners to approve the annexation.

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 MAY 2011
- B). AUDITOR SUBMITS MONTHLY REPORT FOR MAY 2011

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

5 NO - 3 YES TO TABLE

RESOLUTION NO. 5 – 2011

BY: RULES, COURTS AND CIVIL SERVICE

DEFEAT 6-2 (TOWNSEND, SLAGLE)

A RESOLUTION temporarily suspending Council Rule 8.1 for the purpose of adopting a summer schedule for June, July and August of 2011.

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 JUNE 6, 2011

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 70 - 2011

passed

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to enter into an agreement with Carbonlessdemand.com to provide an economic development "inducement grant" to assist the company in locating its business to Massillon, and declaring an emergency.

WHEREAS, the City of Massillon carries out a variety of economic development programs designed to promote the creation and expansion of business and industry in the community; and

WHEREAS, Carbonlessdemand.com desires to locate its business to 332 Erie Street South, and

WHEREAS, the City of Massillon proposed to assist Carbonlessdemand.com in the location of its retail store by providing an economic development "inducement grant", the purpose of which is to help offset the company's costs in locating its business to Massillon.

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

Section 1:

This Council hereby authorizes the Mayor to enter into an agreement with Carbonlessdemand.com by providing an economic development "inducement grant", in a total amount not to exceed Three Thousand Two Hundred Dollars (\$3,200.00) for the purpose of rigging and moving the printing presses to the Erie Street South location.

Section 2:

In return for this economic development grant assistance, Carbonlessdemand.com shall provide the City with information regarding the number of jobs that it has provided as a result of the company's location to Massillon.

Section 3:

This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the health, safety, and welfare of the community and for the additional reason that it is necessary to improve the economic climate of the community through the expansion of business and employment opportunities. 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 _____, 2011

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

ATTEST: _____
FRANCIS H. CICCHINELLI, JR. MAYOR

CITY OF MASSILLON
ECONOMIC DEVELOPMENT INCENTIVE GRANT
APPLICATION FORM

Name of Applicant: David Mathis
Home Address: 4583 High Mill Ave. N.W. Massillon Ohio 44647
Home Telephone number: 330-837-8611

Business Name: Carbonlessondemand.com
Business Address: 332 Erie St S.
Business Telephone Number: 330-837-8611

Form of Business: (Check One) ☐ Corporation ☐ Partnership
☐ Limited Liability Corporation ☐ Limited Liability Partnership
☒ Sole Proprietorship

Company Principals / Shareholders: _____


Existing or New Business: ☒ Existing ☐ New

Own or Lease Business Location: ☒ Own ☐ Lease

Description of Business & Start-Up Costs: (Please also indicate which of these start-up costs you are seeking funding assistance for, either in whole or in part, from the City of Massillon Attach a sources and uses statement to indicate financing available for project costs to help the City identify the need for any "gap" funding assistance): See Page #2

No. of Jobs to be created: ☒ Full-Time ☐ Part-Time

Business Hours of Operation: 8:00 Am to 4:30PM M-F



Signature of Applicant

We are an internet based printing company shipping to all 50 states Canada, Puerto Rico, Dominican Republic, and have been in business for 23 years. We are planning to move our business to the city of Massillon. We are in need of room to grow for more equipment and additional employees. Our plan is to add 3-5 full time employees per year for the next 5 years. Employees wages range from \$9.00 to \$18.00 per hour with full medical, dental, and vision, paid vacations, and holidays and many other benefits to our employees. Our current staff including 4 family members is 12 employees. We feel the Massillon area will be a good fit to our business offering many local services to our staff.

We are requesting that the city of Massillon assists us in the cost of moving our equipment from our current location to the 332 Erie St. S. Massillon, Ohio 44647. We have received an estimate for the rigging company in the amount of \$3200.00 for rigging and moving our printing presses from our current location. Your assistance would be greatly appreciated in the moving process. We would like the city of Massillon to pay for the rigging cost in whole or part. We are currently doing renovations on the building and making it ready for our move in June of 2011.

Thank you for your consideration.

David Mathis
Carbonlessondemand.com
1-866-609-7936

CONDITIONS

- ❖ Examine this proposal carefully as we agree to furnish only the articles herein named.
- ❖ All charges are portal-to-portal unless noted otherwise. This includes travel to and from jobsite, as well as time spent loading and unloading equipment at our yard.
- ❖ Regular working hours are Monday through Friday, 7:30 A.M. to 4:00 P.M. Any work outside these hours may be subject to overtime rates.
- ❖ All orders and contracts accepted are contingent upon strikes, delays or damages by carriers, and other delays unavoidable or beyond our control.
- ❖ Our responsibility ceases as soon as the goods are delivered to carrier in good order and condition at shipping point and a receipt taken therefore.
- ❖ Claims for errors must be made upon completion of work.
- ❖ No claim will be allowed without our written consent.
- ❖ Orders entered upon our books cannot be countermanded except with our consent and upon terms that will indemnify us against all loss.
- ❖ When erection is included under this contract it does not include overtime or night work, patching, building out, or cutting away work of others, removal of rubbish, or treatment of unsuitable conditions for which we are not responsible – unless paid for by an agreed supplementary amount.
- ❖ All quotations and orders are entered subject to Federal regulations and/or government priority.
- ❖ NOTE: No State or Federal Excise, Sales or Users' Taxes are included in this proposal.

We carry Workers' Compensation, Public Liability and Property Damage Insurance.

DATE: JUNE 6, 2011

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 71 - 2011

passed

BY: ENVIRONMENTAL COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to grant a 20 foot wide easement to Aqua Ohio Water Company in the City of Massillon, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby finds that it is necessary to grant a 20 foot wide easement to Aqua Ohio Water Company in the City of Massillon.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized to grant a 20 foot wide easement to Aqua Ohio Water Company in the City of Massillon, as described below:

Being known as Out Lot 554, located on the east side of Valerie Avenue, north of Hankins Road. The request is to grant a 20 foot easement for waterline construction along the east side of the roadway. The property is zoned R-3 Single Family and is the site of Wales Park. The request has been submitted by Aqua Ohio Water/City of Massillon.

Section 3:

That this Ordinance is hereby declared to be an emergency measure for the reason to grant the easement to Aqua Ohio Water so work may commence on the construction of the new water main project. 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.

WATERLINE EASEMENT PLAT

PART OF OUT LOT 554
IN THE CITY OF MASSILLON
STARK COUNTY, OHIO

ACKNOWLEDGEMENTS

I HEREBY CERTIFY THAT THIS IS A CORRECT WATERLINE EASEMENT PLAT MADE BY ME
THIS _____ DAY OF _____, 2011.

Robert Paul Hoover
ROBERT PAUL
HOOPER
SILVER
SURVEYOR
STATE OF OHIO

KNOW ALL MEN BY THESE PRESENTS, THAT THE CITY OF MASSILLON, THE OWNER OF THE
MENTIONED OWNERS, WHO ACKNOWLEDGED THAT THEY DID SIGN THE FOREGOING INSTRUMENT AND
TO AVOID CHARGE WITH THE RIGHT TO ENTER THE PROPERTY FOR INSTALLING, MAINTAINING,
OPERATING, REPAIRING OR REPLACING SUCH WATERLINES AND APPURTENANCES.

OWNER

STATE OF OHIO } S.S.
COUNTY OF STARK }

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY APPEARED THE ABOVE
MENTIONED OWNERS, WHO ACKNOWLEDGED THAT THEY DID SIGN THE FOREGOING INSTRUMENT AND
THAT IT WAS THEIR FREE ACT AND DEED ACCORDING TO LAW, SHOWN TO AND SUBSCRIBED BEFORE
ME THIS _____ DAY OF _____, 2011.

MY COMMISSION EXPIRES:

NOTARY PUBLIC



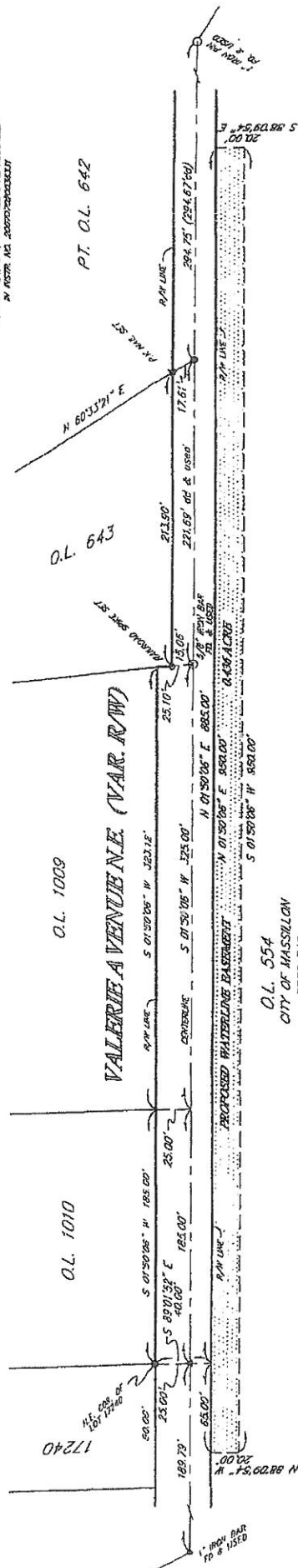
LEGEND

- - DENOTES MONUMENTATION FROM 6 USED
- ⊙ - DENOTES 3/4" IRON BAR SET ON TO BE SET
- ▲ - DENOTES P.E. MAIL SET

CHARTER ON SURVEY DATED FEB. 2007

BASIS OF RECALCULATIONS

IN ORDER TO AS THE CONTINGENCY OF
THE SURVEY, THE RECALCULATIONS WERE
MADE BY THE CITY OF MASSILLON, OHIO
IN ORDER TO RECALCULATE THE
WATERLINE EASEMENT.



WATERLINE EASEMENT PLAT

PART OF OUT LOT 554
IN THE CITY OF MASSILLON
STARK COUNTY, OHIO

HOOVER & ASSOCIATES, Inc.

Professional Surveying Services

5782 Hochstetler Street N.W.
North Canton, Ohio 44720
Phone (208) 484-6744

SCALE 1" = 50'

MARCH 2011

PREPARED BY: DATE:

REVISION DESCRIPTION:

DATE: JUNE 6, 2011

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 72 - 2011

1st Reading

BY: POLICE AND FIRE COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor and the Director of Public Service and Safety to enter into a contract agreement with the Massillon Firefighters Association, Local #251, Collective Bargaining employees for the extension of said contract for six (6) months, November 10, 2011 through May 10, 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 Council of the City of Massillon, Ohio, hereby finds that it is necessary to enter into a contract agreement with the Massillon Firefighters Association, Local #251, Collective Bargaining employees for the extension of said contract for six (6) months, November 10, 2011 through May 10, 2012.

Section 2:

The Mayor and the Director of Public Service and Safety are hereby authorized to enter into a contract agreement with the Massillon Firefighters Association, Local #251, Collective Bargaining employees for the extension of said contract for six (6) months, November 10, 2011 through May 10, 2012. See attached contract hereto.

Section 3:

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 to extend the contract agreement with the Massillon Firefighters Association, Local #251 for six (6) months. 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.

**AGREEMENT BETWEEN
EMPLOYEES OF
THE FIRE DEPARTMENT
AND
THE CITY OF MASSILLON, OHIO**

November 10, 2011 through

May 10, 2012

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ATTACHMENT 1: WAGE WITHHOLDING
 ATTACHMENT 2: SYMPATHY LETTER
 ATTACHMENT 3: GRIEVANCE FORM
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 ATTACHMENT 5: KELLY DAY CHART
 ATTACHMENT 6: REQUEST FOR TRADE
 ATTACHMENT 6a HOLIDAY TRADE
 ATTACHMENT 7: KELLY DAY TRADE

AGREEMENT

ARTICLE 1 - COLLECTIVE BARGAINING AGREEMENT

This agreement is between the CITY OF MASSILLON, OHIO, a municipal corporation (hereinafter called the "CITY") and LOCAL 251 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, also known as the MASSILLON PROFESSIONAL FIREFIGHTERS ASSOCIATION, LOCAL 251, AFL-CIO (hereinafter called the "UNION"). WITNESSETH: The parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows.

ARTICLE 2 - PURPOSE AND DEFINITIONS

SECTION 1: PURPOSE

- a. The CITY and the UNION hereto have entered into this agreement: to incorporate understandings previously reached and other matters into a formal contract, to promote harmonious relations between the CITY and the UNION in the best interests of the community, to improve public fire protection and emergency medical service, and to provide an orderly and equitable means of resolving future differences between the CITY and the UNION.
- b. For the purpose of administering this agreement, the responsibility of the CITY shall be the Mayor's and/or the Safety Director's.

SECTION 2: DEFINITIONS

CITY shall include the elected or appointed representatives of the CITY of Massillon, Ohio; UNION shall include the officers or representatives of the Union. Whenever the singular word "employee" is used it shall include the plural. Whenever the masculine pronouns "he," "him," or "his" are used, they shall also include the feminine pronouns "she" or "her" and such use shall be gender neutral.

ARTICLE 3 - RECOGNITION

The CITY agrees to recognize the UNION as being the sole and exclusive representative of all firefighters employed by the CITY except that the UNION will not represent the City's Fire Chief. The CITY agrees that the UNION will be the sole and exclusive representative for purposes of negotiating the terms and conditions of a collective bargaining agreement with regard to wages, hours of employment and other terms and conditions of employment during the term of this agreement. The CITY will not negotiate with, nor make any contract with any other employee group for purposes of affecting the terms and conditions of employment of employees covered under the terms of this agreement during the terms of this agreement. The UNION in contract negotiations may be represented by Union employees in the bargaining unit. In addition, the UNION may be represented in contract negotiations by Counsel and I.A.F.F. representatives.

ARTICLE 4 - OTHER AGREEMENTS AND ORGANIZATIONS

SECTION 1: OTHER AGREEMENTS

The CITY shall not enter into any agreements with employees covered by this Agreement individually or collectively or with any other organization seeking to represent such employees which in any way conflicts with the provisions hereof. .

SECTION 2: OTHER ORGANIZATIONS

Employees may belong to other organizations but not as a condition of employment with the CITY, nor may such other organizations represent any employee with respect to wages, hours, and conditions of employment or in derogation of the exclusive bargaining agency of this UNION.

ARTICLE 5 - COVERAGE

This Agreement shall be applicable to all Bargaining Unit Employees of the Fire Department of the City.

ARTICLE 6 - CHECK-OFF

SECTION 1:

The CITY shall deduct monthly--from the pay of each employee from whom it receives authorization-- the required amount for the payment of UNION dues.

SECTION 2:

The CITY agrees to deduct from the pay of each employee from whom it receives an authorization to do so, the amount specified on the authorization. Each employee utilizing the CITY deduction from pay for the remittance of sums to the UNION shall provide the CITY an Authorization in the form attached hereto as Attachment 1. The form shall include an agreement by the employee to hold the CITY harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of or by reason of action taken or not taken by the CITY for purposes of providing the deduction service.

SECTION 3:

Such sums deducted from an employee's pay, accompanied by a list of employees from whose pay they have been deducted and the amount deducted, shall be forwarded to the Local UNION Treasurer at 233 Erie Street, South, Massillon, Ohio 44646, within the month such collections are made.

SECTION 4:

In the event that a refund is due any employee for any sums deducted from wages and paid to the UNION, it shall be the responsibility of such employee to obtain appropriate refund from the UNION.

SECTION 5:

The UNION shall indemnify and save the CITY harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the CITY for purposes of complying with any of the provisions of this Article.

SECTION 6:

The CITY shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for an employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or UNION.

SECTION 7:

Employees of the bargaining unit who have completed their probationary period--as a condition of employment-- must either become a member of the UNION, pay to the UNION a "Fair Share Fee" or qualify for exemption from such requirements under the provisions for religious exclusions described below:

- a. The "Fair Share Fees" shall in no case be more than the dues or assessments set for UNION members.
- b. Deductions for "Fair Share Fee" shall not require non-member written authorization.
- c. Any employee objecting to the payment of the UNION dues or to the payment of the "Fair Share Fee" based upon a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, will submit application for waiver of the payment of such UNION dues or "Fair Share Fee" within thirty (30) days of the completion of any probationary period.
- d. The UNION will inform each employee completing his probationary period of the procedure for seeking review under this provision.
- e. (e) The UNION will provide the CITY with a copy of the written notification which is made to the employee completing his probationary period. The application for waiver will consist of a complete description of the employee's grounds and background relied upon as a basis for such waiver. Within twenty (20) days following receipt of the application for a waiver, the CITY and the UNION will meet to review the application. If approved, the CITY and the UNION will meet with the affected employee and will designate a nonreligious charity for receipt of sums equal to the amount of the "Fair Share Fee". Thereafter the affected employee will provide satisfactory proof establishing that regular contributions have been made to said charity in an amount not less than the amount of the "Fair Share Fee".
- (f) Employees who fail to pay UNION dues, a "Fair Share Fee" or charitable contributions as outlined above will be subject to discharge from employment with the CITY after a hearing.

ARTICLE 7 - MAINTENANCE OF MEMBERSHIP

Employees shall be afforded an opportunity to withdraw their dues deductions authorization by submitting a withdrawal notice, in writing, to the Safety Director and the UNION by certified mail, registered mail, or in person within the fifteen (15) day period prior to the end of this Agreement; thereby terminating UNION membership.

ARTICLE 8 - UNION ACTIVITIES

SECTION 1:

Employees shall have the right to join the UNION, to engage in lawful concerted activities for the purposes of collective negotiations or bargaining or other mutual aid and protection, to express or communicate any view, grievance, complaint or opinion related to the conditions or compensation of their public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination, or reprisal.

SECTION 2:

The CITY and the UNION agree that there shall be no discrimination against any employee because of race, creed, sex, or religion.

ARTICLE 9 - UNION REPRESENTATION

SECTION 1:

Two (2) representatives will be recognized by the City as the Union representatives in accordance with this Agreement upon the receipt of a letter so identifying them and signed by the president of the Union. Other Union officers and/or officials shall be required to fulfill their Union responsibilities during off duty time.

SECTION 2:

The parties recognize that it may be necessary for an employee representative of the Union to leave a normal work assignment while acting in the capacity of representative. The Union recognizes the operational needs of the City and will cooperate to keep to a minimum the time lost from work by a representative. Before leaving an assignment pursuant to this section, the representative must obtain approval from his supervisor. The City will compensate a representative at the normal rate for the time spent in good faith processing of grievances, and at any meetings at which the City requests a representative to be present during his regular working hours.

SECTION 3: One (1) elected delegate of the UNION shall be authorized up to seventy-two (72) hours without pay to attend I.A.F.F. sanctioned conventions, and regional seminars at which his participation is requested. Expenses incurred in attending such I.A.F.F. sanctioned conventions and regional seminars, including travel, lodging, and meals, shall be paid by the UNION. Such time off from scheduled work hours must be arranged for at least ten (10) calendar days in advance, and must be made in writing accompanied with documentation of the event. In the event that it is not possible to give ten (10) calendar days notice, notice should be given as soon as possible. Approval by the Safety Director or his designee shall not be unreasonably denied.

SECTION 4:

- a. The CITY and the UNION agree to establish separate funds of five hundred dollars (\$500.00) each. These funds are to be replenished as necessary.
- b. In the event of an "In the Line of Duty" death to a Firefighter within a six hundred (600) mile radius of the corporate limits of the City of Massillon, two (2) delegates shall be provided an opportunity to attend Memorial and/or Funeral Services as representatives of the CITY and the UNION.
- c. Reasonable expenses incurred in attending such services shall be paid by the delegates. The Secretary/Treasurer of the UNION will immediately upon receiving proof of expenses reimburse the delegates in full. The Secretary/Treasurer will forward proof of expenses to the Safety Director. Within thirty (30) days the CITY shall reimburse the UNION for exactly one-half (1/2) of these expenses as its share.
- d. When a prorated vehicle is used, the delegate providing the vehicle will receive that portion of expenses designated as mileage.
- e. The shift stewards will maintain a rotating list of volunteers from which they will select a delegate; whenever possible one (1) delegate will be selected by the Chief.
- f. The attending delegates will deliver a letter of condolence on behalf of the CITY and the UNION. (See Attachment 2)

ARTICLE 10 - DISTRIBUTION OF AGREEMENT

A copy of the Agreement shall be distributed by the UNION to all employees of the Massillon Fire Department. The UNION will also provide three (3) copies of the Agreement to the CITY.

ARTICLE 11 - BULLETIN BOARDS

The UNION shall have use of suitable bulletin boards, including at least one (1) at each fire station, for the posting of UNION notices or other materials; such boards shall be identified with the name of the UNION and the UNION may designate persons responsible therefore.

ARTICLE 12 - MEETINGS

The UNION may schedule meetings on Fire Department property, on or after 1700 hours, insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the department. However, special rank and file UNION meetings may be held at any hour. All on or off duty UNION members shall be afforded the opportunity to attend said meetings.

ARTICLE 13 - SENIORITY

SECTION 1:

The continuous service record of an eligible employee shall be determined by using the date on which he was last hired by the CITY. Any eligible employee who leaves the employment of the CITY for any reason other than a granted leave of absence or a tour of duty in any branch of the Armed Forces of the United States shall be considered as having broken his continuous service record. If such employee is later rehired by the CITY, he shall begin a new continuous service record on the day he is hired.

SECTION 2:

Seniority within a Grade as applied to an officer shall be determined by priority of appointment to the grade referred to, the officer first appointed or first named in order of appointment being senior, based on grade received in promotional examination.

ARTICLE 14 - GRIEVANCE PROCEDURE

SECTION 1:

A grievance is hereby defined as any complaint, dispute or disagreement concerning the rights, obligations and application of the terms and conditions of this Agreement. The application or implementation of discipline is hereby declared to be a suitable subject of this grievance procedure. It is declared to be the desire of the parties that the grievance procedure be implemented to provide a speedy resolution of all disputes between the parties.

SECTION 2:

The procedures outlined in this Article are not intended for resolving any impasse which might occur in negotiating future agreements; however, grievances or disputes which may arise, including the interpretation of the Agreement, shall be resolved in the manner described herein. All "days" referred to herein are calendar days excluding Saturdays, Sundays, and legal Holidays. All references to the Chief or Safety Director are deemed to include his designate or delegate. The UNION shall have the exclusive right to process, settle and adjust grievances.

STEP 1

Any employee of the unit who believes that he has been affected by what is contended to be a violation of this Agreement shall cause a written and signed petition to be given to the UNION Grievance Committee. The UNION Grievance Committee will review the grievance and independently determine whether a valid grievance exists. The UNION Grievance Committee will, if it believes that a violation has taken place, cause a written copy of the grievance to be delivered to the duty officer within ten (10) days of the alleged violation.

Any grievance which is not presented to the UNION Grievance Committee within the time described above shall be considered resolved pursuant to the action taken by the CITY.

STEP 2

The Grievance Committee may, at its discretion, determine that the grievance should be presented to the aggrieved employee's duty officer for adjustment. The UNION Grievance Committee may present such grievance with or without the physical presence of the aggrieved employee. The grievance is required, as described above, to be presented within ten (10) days from the date of the alleged violation of the Agreement. The duty officer shall act upon the grievance within five (5) days after it is presented, and make known his decision to the employee and the UNION Grievance Committee. In the event the duty officer is not the Assistant Chief and the UNION Grievance Committee is not satisfied with the action taken by the duty officer, the Assistant Chief of the affected shift shall be presented with the grievance within five (5) days and shall act upon the grievance as submitted within five (5) days of receipt and make known his decision to the employee and the UNION Grievance Committee. The grievance will be considered resolved unless, within five (5) calendar days of receipt of the duty officer's or Assistant Chief's decision, the UNION Grievance Committee shall appeal the duty officer's decision to the Chief in Step 3 of the grievance procedure provided for herein.

STEP 3

If the UNION Grievance Committee wishes to appeal the decision of the duty officer to the Chief it shall cause notice of such appeal to be presented in writing to the Chief of the Department within five (5) calendar days of receipt of the duty officer's decision. The appeal shall contain a full description of the provisions of this agreement which it is asserted were violated together with the remedy which is sought. The Chief may provide a hearing on the grievance at his discretion. The Chief shall serve his written decision of the appeal within five (5) days of receipt of the appeal from the Shift Supervisor's decision. The decision of the Chief shall become final unless, within five (5) calendar days of receipt of the decision of the Chief, the UNION Grievance Committee appeals the decision to the Safety Director.

STEP 4

In the event that the UNION Grievance Committee appeals the decision of the Chief to the Safety Director within five (5) calendar days of receipt of the decision of the Chief, the parties will proceed with the provisions of the grievance procedure as herein provided. Upon receipt of the appeal of the UNION Grievance Committee from the decision of the Chief, the Safety Director shall cause whatever materials, records or testimony which he determines is necessary to fully resolve the matter to be provided to him. Within five (5) days the Safety Director shall render a decision which shall be served upon the UNION Grievance Committee. The UNION Grievance Committee shall have responsibility for notifying the affected employee(s) of the decision. The decision of the Safety Director shall become final unless, within ten (10) calendar days after receipt of the decision the UNION Grievance Committee files a demand for arbitration with the Safety Director.

STEP 5

In the event the UNION is dissatisfied with the resolution of the grievance at Step 4 of the grievance procedure, as provided above, the UNION may notify the Safety Director in writing within ten (10) days that it wishes to proceed with the grievance either through the arbitration procedure described below or through the procedure provided by the Ohio Civil Service Law. The parties specifically agree and understand that the Massillon Civil Service Commission has no jurisdiction to resolve disputes arising out of the interpretation or application of this Collective

Bargaining Agreement. Appeals of management's actions to suspend, discipline, demote, or discharge for just cause may be processed through the grievance procedure as outlined in this contract or through Civil Service. The employee involved has the option of either procedure, but such choice is exclusive, final, and binding. The UNION must file a request to arbitrate with FMCS within thirty (30) days of notifying the Safety Director that it wishes to proceed to arbitration.

OPTION 1

If it is determined that the matter will be resolved through arbitration before an impartial arbitrator, the parties will jointly notify the Federal Mediation and Conciliation Service ("FMCS") and a request for a list of seven arbitrators will be made. Upon receipt of a list of arbitrator candidates, the parties shall select the arbitrator through the elimination of candidates. The UNION will designate the first candidate to be eliminated. In later utilization of this procedure the parties will alternate who will strike the first candidate. Thereafter the parties will alternately strike arbitrators until one (1) remains. The cost of the arbitration including the cost of the arbitrator will be borne by the losing party. The arbitrator shall limit his decision strictly to the implementation, application or enforcement of the specific Article and Sections of this Agreement, and he shall be without authority to make any decision:

- a. Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement,
- b. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rule, or regulation, presently or in the future established by the CITY as long as such practice, policy, rule, or regulation does not conflict with this Agreement,
- c. Concerning the establishment of wage scales, or change in any wage rates except as provided in this Agreement, the arbitrator must issue his decision within forty five (45) days from the closing of the hearing unless the parties mutually agree to an extension. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance in a separate hearing, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines that the grievance is within the purview of arbitrability, the alleged grievance will be heard in a separately scheduled hearing on its merits before the same arbitrator. The award shall be final and binding upon the parties, except that awards of more than ten thousand dollars (\$10,000.00) shall be referred to Massillon City Council or to the Courts.

OPTION 2

If the decision is made as described above to refer the matter instead to the Civil Service Commission, then the parties agree the remedies provided by the Civil Service Law shall be the sole and exclusive remedy.

SECTION 3:

The parties agree that all new or revised policies shall, upon request of the UNION, be addressed to the Labor Management Committee for discussion and clarification as to intent. A grievance involving a policy matter may be pursued by filing a grievance at Step 4 of the grievance procedure. In the event of any application of an existing policy which the UNION believes to be unreasonable or improper, the UNION may file a grievance, in writing, within thirty (30) days after the facts which give rise to the complaint are known. If an application of a policy under new conditions or changed circumstances arises, that policy shall be grieved within thirty (30) days of the UNION or Grievant becoming aware of the alleged new condition or changed circumstance.

ARTICLE 15 - DISCIPLINE

SECTION 1:

Discipline will be subject to the procedures authorized in Article 14: Grievance and Arbitration of this Agreement.

SECTION 2:

Written notification shall be given to the UNION upon disciplinary action taken against any employee which results in official entries added to his personnel file, provided he authorized such notification by completing and signing Attachment 4.

SECTION 3:

The employee may be represented by the UNION at all conferences, meetings and other disciplinary proceedings.

ARTICLE 16 - MAINTENANCE OF CONDITIONS

SECTION 1:

When it becomes necessary in the Fire Department, through lack of work or funds, to reduce the force, the youngest employee in point of service shall be laid off. Should a position in the Fire Department once abolished or made unnecessary be found necessary to be re-created or re-established within three (3) years from the date of abolishment, or should a vacancy occur through death, resignation, or any other cause within three (3) years from the date of the abolishment of the position or layoff, the oldest employee in point of service of those laid off shall be entitled to the position, providing he was at the date of his separation a regular and permanent employee. If any employee, laid off as prescribed in this Article, enters into the active service of the United States, the period such employee serves therein shall not be considered in the determination of the three (3) years stipulated as a maximum time within which reinstatements shall be made; such three (3) year period shall be computed exclusive of the time the employee spent in the Armed Services.

SECTION 2:

When a position above the rank of regular Firefighter is abolished, and the incumbent has been permanently appointed, he shall be demoted to the next lower rank and the youngest officer in point of service in the next lower rank shall be demoted, and so on down until the youngest person in point of service has been reached, who shall be laid off.

SECTION 3: RELATION TO REGULATIONS, ETC.

It is recognized by both parties that nothing in this Agreement shall supersede the authority granted by State Civil Service Laws.

ARTICLE 17 - MANAGEMENT RIGHTS

SECTION 1: Function of the Employer

The UNION recognizes that, except as otherwise limited in this Agreement, it is the right and responsibility of the City to:

- a. determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy, such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;
- b. direct, supervise, evaluate, or hire employees;
- c. maintain and improve the efficiency and effectiveness of governmental operations;
- d. determine the overall methods, process, means, or personnel, by which governmental operations are to be conducted;
- e. suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- f. determine the adequacy of the work force;
- g. determine the overall mission of the City as a unit of government;
- h. effectively manage the work force; and
- i. take actions to carry out the mission of the public employer as a governmental unit.

The City is not required to bargain on subjects reserved to the management and direction of the governmental unit, except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

SECTION 2: Inherent Rights

The Union recognizes and accepts that all rights and authority of the City not specifically modified by this Agreement or ensuing agreements shall remain the function of the City.

ARTICLE 18 - HOURS OF EMPLOYMENT

SECTION 1: WORK SCHEDULE

- a. The CITY shall maintain a forty eight (48) hour work week in the Firefighting Division. The schedule shall be worked under the three (3) Platoon system, working twenty-four (24) hours on and forty-eight (48) hours off. Each employee shall receive one (1) scheduled day off in each three (3) week cycle while working a forty eight (48) hour work week. This day shall be referred to hereafter as a "Kelly Day." A typical schedule is attached hereto as Attachment 5.
- b. Employees shall pick "Kelly Days" by shift seniority, except that no two employees on one platoon may have the same Kelly Day unless all Kelly Days have been previously selected, and it is necessary to have two employees off. However, no classified Captain or Captain Paramedic and Assistant Chief on one platoon shall be permitted to be off on a Kelly Day. The schedules will be posted at each Fire Station by January 1 of each year.
- c. To maintain consistency with vacation scheduling, shift changes, and New Year, the posted "Kelly Day" cycles shall contain the starting date of the cycle, the ending date of the cycle, the number of "Kelly Days" for each member, and the starting date of the next cycle.
- d. When an employee is transferred to another shift he shall have the right to select a "Kelly Day" and bump any other employee on that shift with less seniority. Any employee bumped shall have the right to select another "Kelly Day" by seniority; this procedure shall be repeated as necessary. Members involved in shift changes between "Kelly Day" cycles shall be five given at least fifteen (15) days notice except in exigent circumstances.
- e. The employees in the Fire Prevention Bureau shall work forty (40) hours per week, five (5) days per week, Monday through Friday, excluding all Holidays set forth in Article 31 - Paid Legal Holidays. These hours may be modified by the Fire Prevention Bureau and Fire Chief on a case by case basis.
- f. If an employee is not working due to the use of disability leave, suspension, or any other unpaid leave of absence, said employee shall lose rights to select another Kelly Day for any scheduled Kelly Day missed due to the absence.

SECTION 2:

The starting time for the Firefighting Division shall be 0700 hours.

SECTION 3:

Any actions of a Firefighter taken in the line of duty, while off duty, shall be considered to have been taken on duty.

SECTION 4:

The UNION and the CITY hereby agree that the work week is forty eight (48) hours in accordance with the Fair Labor Standards Act.

ARTICLE 19 - TRADING OF DAYS

SECTION 1: TWENTY-FOUR HOUR SHIFTS

Employees shall have the right to trade work days with employees of another shift upon receiving the approval of the shift commander when the change does not interfere with the operation of the Fire Department. Trading of days can be made by completing the appropriate form attached hereto as Attachment 6 and submitting it to the shift commander at least two (2) shift days in advance of the trade, unless approval is granted by the Fire Chief or his designee.

SECTION 2: LESS THAN TWENTY-FOUR HOUR SHIFTS

Employees shall have the right to be relieved by another employee for any portion of a work day upon verbal notification to the commanding officer of the company affected and the Shift Commander, providing the change does not interfere with the operation of the Fire Department.

SECTION 3: KELLY DAYS

Employees of a shift shall have the right to trade their "Kelly Days" in the posted "Kelly Day" cycle with any shift employee, provided, however, it shall be agreeable to both employees. Trading of "Kelly Days" can be made by completing the appropriate form attached hereto as Attachment 7 and submitting it to the shift commander.

ARTICLE 20 - UNPAID LEAVES OF ABSENCE

Any employee 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 Fire Department, with the approval of the Chief and Safety Director.

ARTICLE 21 - SICK LEAVE

SECTION 1:

Each full-time employee shall be entitled for each month of completed service to sick leave of one and one fourth (1 1/4) work days with pay.

SECTION 2:

Sick leave shall be granted to an employee in twelve (12) hour or twenty four (24) hour increments only upon approval of the appointing authority and for the following reasons:

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

- b. Medical, dental or optical examination or treatment of employee or member of his immediate family which requires the employee, and which cannot be reasonably scheduled during non-working hours.
- c. If a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the employee; or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
- d. Death of member of his immediate family (sick leave usage is limited to seven (7) calendar days).
- e. "IMMEDIATE FAMILY" as defined in State Civil Laws: "Immediate Family" concerning death shall mean:

Spouse	Mother-in-Law
Mother	Father-in-Law
Father	Grandparents
Sister-in-Law	Sister
Brother-in Law	Brother
Children	Grandchildren
Legal Guardian or other person who stands in place of a parent (<u>in loco parentis</u>)	
- f. Abuse of sick leave: Employees failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud shall be grounds for disciplinary action including dismissal.
- g. Absentee Policy
 - 1. An incident of absence is any day, consecutive day, or part of a day (1/2 day or more), 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 leave of absence of one (1) day or less due to a doctor's appointment, union leave, hospitalization, or bereavement leave.
 - 2. Up to three (3) excused absences of one (1) day or less for doctor or dental appointments will not be charged as an absence occurrence providing that the employee supplies documentation to support the appointment.
 - 3. Employees must provide a physician's certificate for any absence extending for four (4) or more scheduled work days for forty (40) hour firefighters and three (3) or more scheduled work days for twenty four (24) hour shift firefighters.
 - 4. After the fifth (5th) incident of absenteeism within a 12 month period, 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 on a 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, 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, Kelly Days, vacation days, and/or consistent or regular usage of sick leave.

SECTION 3:

Unused sick leave shall be cumulative. The previously not compensated accumulated sick leave of an employee who has been separated from CITY services shall be placed to his credit upon his re-employment in the CITY Fire Department.

SECTION 4:

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

SECTION 5:

When one or more of the "Paid Legal Holidays" set forth in Article 31 of this Agreement occurs while an employee is on approved sick leave, said employee shall have such "Paid Legal Holiday" charged against his accumulated sick leave time. He shall, however, be paid for such "Paid Legal Holiday" as provided for in Article 31 of this Agreement.

SECTION 6:

When a full-time employee retires pursuant to the rules and regulations established by the Police and Firefighters Disability and Pension Board, including vesting of pension, or when a full-time employee resigns and has completed twenty-five (25) years of service, said employee shall receive a lump sum payment as compensation for unused sick leave he has accumulated according to the following formula:

Up to one hundred seventy (170) sick days, full compensation (seventeen (17) pays); plus forty percent (40%) compensation for all sick days in excess of one hundred seventy (170). Ten (10) sick days shall equal one (1) bi-weekly pay.

SECTION 7:

An employee who resigns after five (5) years of service and does not qualify for retirement benefits as above stated shall receive forty percent (40%) of his accumulated sick leave.

SECTION 8:

Any employee who has retired and has received the lump sum payment for unused sick leave provided for in Section 6 shall not, upon re-employment by the CITY, be eligible for any further lump sum payment for unused sick leave herein provided.

SECTION 9:

The Chief shall submit a report each payroll period to the Auditor's office showing the amount of sick leave, if any, used by the employees in his department during that period so that accurate and official records can be kept of each employee's sick leave.

SECTION 10:

By January 15 of each year a list of accumulated sick days for all employees shall be provided, for posting at each Fire Station.

ARTICLE 22 - MINIMUM SAFETY MANNING

SECTION 1:

- a. The minimum number of employees on *duty* in the Firefighting Division at any one time is ten (10).
- b. On April 01, 1999--the minimum number of employees on duty in the firefighting division at any one time is twelve (12); unless the agreed upon staffing levels in ARTICLE 23 Section 3 (c) have been executed and maintained.

SECTION 2: OVERTIME TO MAINTAIN MINIMUM SAFETY MANNING

- a. In order to maintain the minimum safety manning requirements, the Chief, Assistant Chief, or any officer acting in said capacities, shall prescribe periods of overtime work, with the approval of the Safety Director.
- b. Department seniority shall prevail on a rotating basis when determining which employee shall fill a vacancy for overtime.
- c. An employee shall have a minimum of one (1) year department seniority to qualify for overtime.
- d. There shall be one (1) rotating list consisting of Assistant Chief, Captain Paramedics, Captains, Firefighters, and Firefighter/Paramedics, one (1) for double (sixteen (16) hours and over) overtime and one (1) for partial (less than sixteen (16) hours) overtime. When a vacancy occurs creating an overtime, the employee on the appropriate (double or partial overtime) list required to meet minimum manning standards, and accordance with (b) or (c) above, who is next in rotation, is asked to work and marked accordingly. In order to staff three (3) EMS squads: In the event of an overtime--either a partial or a double--and a non-EMT is next in rotation for that overtime, he can be bypassed only if it causes a squad truck to be shut down. That employee will not lose his place in the rotation for the next available overtime.

- e. When less than two (2) officers are on duty, and an overtime occurs then the next in rotation Assistant Chief, Captain Paramedic or Captain regardless of position of list, shall be asked to work, marked accordingly on the list, but with no more than four (4) officers on duty.
- f. When no Paramedics are on duty and an overtime occurs, then the next in rotation Paramedic shall be asked to work and marked accordingly on the list.
- g. When a person is next to be asked to work overtime on both the sixteen (16) hours and over and the less than sixteen (16) hours lists and someone is needed for both sixteen (16) hours and over and also for less than sixteen (16) hours he will first be asked to work the sixteen (16) hours and over overtime. Should he refuse, he will be marked accordingly and immediately be asked to work the less than sixteen (16) hours overtime. If he refuses the less than sixteen (16) hours overtime he will not be charged with a refusal.
- h. If a person has previously agreed to work a partial (less than sixteen (16) hours) overtime and before that overtime is actually worked a full overtime (sixteen (16) hours and over) is available he will be asked to work the sixteen (16) hours and over overtime. If he refuses the sixteen (16) hours and over overtime he will not be charged with a refusal. If an employee is asked to work a partial of less than four (4) hours and they do work said partial, they will not be charged for a worked partial on the overtime list. If any employee refuses said partial, they will be charged a refusal.
- i. If both full and partial overtimes are available and both are refused the refusal will be charged against the overtime that was to have actually occurred first. If both overtimes were to have started at 0700 hours the refusal will be charged against the sixteen (16) hours and over list.
- j. In the event an employee is passed in the overtime rotation due to Vacation Leave, a Sick Day, a Kelly Day, a Trade Day, a Personal Day, a Disability, Jury Duty, or any other authorized Leave of Absence, said employee shall not lose his turn to fill the next overtime vacancy.
- k. ACCELERATED GRIEVANCE PROCEDURE FOR OVERTIME.

Any employee who believes he has been wrongfully denied an overtime opportunity may remain on duty. He shall immediately notify the shift steward, if present; if not, any other UNION representative who will then forward the grievance immediately to the Chief of the department, if present; if not, any officer acting in said capacity. If the employee does not agree with the Chiefs decision or the decision of any officer acting in said capacity, the grievance will immediately be referred to the Safety Director, or, if he is not available, to the Mayor. If the employee is not satisfied with the decision of the Safety Director or Mayor, he shall leave his duty station but retain his right to file a conventional grievance. If it is determined an error has been made and the employee who was originally designated to work is sent home, he shall be compensated for those hours of overtime worked.

- I. An employee may not remain on duty more than forty eight (48) consecutive hours without twenty four (24) hours off duty except in an emergency.

ARTICLE 23 - STAFF

SECTION 1:

The normal manpower per shift will be ten (10), however, depending on operational and/or scheduling requirements as determined by management the number per shift may be more.

SECTION 2:

The CITY agrees if other bargaining units who have elected to take layoffs of their members (rather than pay and work cuts) are restored in staff above ninety and 1/2 percent (90.5%) of their September 18, 1982 strength, the CITY will bring the strength of the Fire Department up to forty two (42) full time firefighters and maintain it at that level.

ARTICLE 24 - ACTING PAY

SECTION 1:

Temporary assignments for the purpose of filling vacancies in a higher classification shall be offered to employees in the next lower classification(s) on the shift based on qualifications, ability to perform the required duties as determined by management provided such assignment does not adversely affect other operational needs.

SECTION 2:

Employees assigned a higher position shall be deemed as acting in that position and shall be entitled to the step rate of the higher grade class while so assigned, subject to the approval of the Fire Chief. An employee may be temporarily assigned to work of any position of the same or lower class grade without change in pay.

ARTICLE 25 - MILEAGE ALLOWANCE

SECTION 1:

Any employee using a private vehicle for any court, grand jury, or pre-trial appearance, training, seminars, meetings, conferences, continuing education, or any other job related activities, shall be reimbursed for mileage at the rate of thirty-two and one-half cents (\$0.325) per mile for out of town trips when Fire Department vehicles are not available, with the approval of the Safety Director.

SECTION 2:

The CITY shall pay a car allowance of thirty-two and one-half cents (\$0.325) per mile, not to exceed eighty five dollars (\$85.00) per month, to employees using their private vehicles on authorized CITY business in the following list of grade class titles: Superintendent of Buildings, (Fire Prevention Bureau) and Superintendent of Fire Equipment (Mechanic).

ARTICLE 26 - PROTECTIVE CLOTHING AND EQUIPMENT

SECTION 1:

The CITY shall provide the protective clothing required by NFPA standards. As replaced, protective clothing and equipment shall meet NFPA standards.

SECTION 2:

The CITY will establish a fund of \$15,000.00 a year for protective clothing and equipment replacement, to replace worn and outmoded equipment; such as helmets, coats, ropes, self-contained breathing apparatus, flashlights and bunker pants.

SECTION 3:

There shall be a protective clothing committee consisting of two members of the Union and the Fire Chief's designee who will make recommendations as to how the funds should be disbursed. Any discussions relative to the same shall be considered work time.

ARTICLE 27 - DISABILITY PAY

SECTION 1:

When an employee is disabled due to an injury received in the course of or arising out of his duty, he shall be paid his regular salary for up to ninety (90) calendar days.

SECTION 2:

After ninety (90) calendar days of an employee's period of disability, the Chief and the Safety Director may;

- a. extend for up to an additional two hundred seventy (270) days the period of disability or;
- b. order the employee to submit to an examination by a physician from an agreed-on list to determine the extent of the disability.

If the Chief and the Safety Director disagree, the Mayor shall then decide whether or not an examination will be required. If such examination is ordered, the Safety Director shall notify the UNION immediately in writing and in advance of the examination. The CITY shall pay for the examination in this case.

SECTION 3:

In case an ill or disabled employee is determined to be able to serve on light or limited duty he shall be allowed to return to work under conditions set by the physician provided the CITY has a suitable existing position available.

SECTION 4:

In no case shall an employee be entitled to disability pay beyond the period of his disability.

SECTION 5:

This Disability leave shall be used before an employee's accumulated sick time is used.

SECTION 6:

Worker's Compensation rulings and/or standards shall determine whether illnesses are related to duty to support claims in Section 1.

ARTICLE 28 - JURY DUTY

SECTION 1:

Any employee who is called for Jury Duty (county, state, federal or municipal) during any regularly scheduled work day shall be excused from work for the days for which he serves. He shall be required to return to work promptly after being excused from jury duty to complete the balance of his scheduled duty hours. Payment for such jury duty shall be the difference between his regular straight time daily earnings and the payment he receives for jury duty. The employee shall present proof of jury duty services and the amount of pay received for such services to the Chief.

ARTICLE 29 - MILITARY LEAVE

SECTION 1: 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 re-instated to a position previously held by him shall be entitled to receive the rate of compensation at the step to which he would have been entitled had his services with the CITY not been interrupted by the service in the Armed Forces. This section shall not pertain to an employee who has re-enlisted.

SECTION 2:

A regular employee of the Fire Department who is required to engage in temporary military duty (e.g., summer training, monthly drills, and state or national emergencies) as a reserve member of the Armed Forces of the United States, shall be granted a leave of absence for the duration of such temporary duty and shall be paid the difference between his regular pay and his service voucher. Said employee shall accumulate vacation and sick leave with pay credit during the period of such leave. However, if such temporary military duty would require less than two (2) consecutive days and the employee, with an allowance for reasonable travel time, could return to his normally scheduled shift by 1900 hours he shall report for the remainder of that shift.

SECTION 3:

In no case may more than thirty one (31) days be used annually for this leave except for extended State or National emergencies.

ARTICLE 30 - PERSONAL DAYS

SECTION 1:

All forty-eight (48) hour employees may use two (2) days sick leave, and all forty (40) hour employees may use four (4) days sick leave annually as personal leave; except for emergencies, three (3) days notice shall be given. Holidays are to be excluded from use as personal days.

SECTION 2:

Forty eight (48) hours employees make take this leave in eight (8), twelve (12), or twenty four (24) hours increments and forty (40) hour employees may take this leave in four (4) or eight (8) hour increments.

ARTICLE 31 - PAID LEGAL HOLIDAYS

SECTION 1:

Whenever used in this Agreement the term "Holiday" shall mean one (1) of the following days:

Jan. 01: (New Year's Day)	Veteran's Day
Jan. 15: (Martin L. King Day)	Thanksgiving Day
President's Day	Nov. 30: (Ffir. Memorial Day)
Easter	Dec. 24: (Christmas Eve Day)
Memorial Day	Dec. 25: (Christmas Day)
July 04: (Independence Day)	Dec. 31: (New Years Eve Day)
Labor Day	

SECTION 2:

The Firefighting Division shall observe holidays on the actual holiday date. Holidays shall run according to calendar year.

SECTION 3:

For the Firefighting Division, a holiday shall be deemed to begin at 0700 hours of the holiday and shall end twenty four (24) hours later.

SECTION 4:

All forty hour personnel shall have the option of observing a holiday on the day of their choice provided it falls within seven days prior to or after said observed Holiday.

SECTION 5:

A holiday shall be deemed to begin at 0001 hours of the holiday and shall end twenty four (24) hours later for all forty hour personnel in the bargaining unit.

SECTION 6: ELIGIBILITY REQUIREMENTS FOR HOLIDAY PAY

In order to be eligible for holiday pay, an employee must comply with the following provisions:

- a. An employee who is scheduled to work on any holiday but fails to report and perform his scheduled or assigned work shall become ineligible to be paid for the un-worked holiday, unless he failed to perform such work because of sickness, a death in his immediate family, a Kelly Day, a Trade Day, a Vacation Leave, a Disability, or any other authorized Leave of Absence.
- b. Employees who trade hours with other employees on a Holiday will be paid the Worked Holiday rate for the hours they are on duty and the Un-worked Holiday rate for the hours they are off duty.

- c. Employees who trade work hours during a Holiday must submit a "Request for Holiday Trade Time" form (Attachment 6a).

SECTION 7: PAY FOR HOLIDAYS

- a. Each employee of the Fire Department who works on a holiday shall be paid, in addition to his regular salary, an amount determined by the following formula:

Bi-weekly base divided by 96×24 = Additional Holiday Pay

- b. Each employee of the Fire Department who does not work on a holiday shall be paid an amount determined by the following formula:

Bi-weekly base divided by 96×12 = Additional Holiday Pay

SECTION 8: HOLIDAY SCHEDULE

By January 1 of each year the annual holiday schedule shall be posted at each Fire Station.

SECTION 9: HOLIDAY ROUTINE

- a. Holiday routine shall limit duties to emergency and/or public service runs. Any breakdown of equipment may be deemed an emergency. Normal scheduled housework shall be done.
- b. Holiday routine shall be observed on days listed in Section 1 above as well as on Saturdays and Sundays.

ARTICLE 32 - OVERTIME

SECTION 1: OVERTIME ADMINISTRATION

During emergencies, the Chief, Assistant Chief, or any officer in said capacities may prescribe reasonable periods of overtime work to meet operational needs.

SECTION 2: OVERTIME COMPENSATION

- a. Each employee in the Firefighting Division in a position of grade class, Firefighter, Firefighter/Paramedic, Captain, Captain Paramedic, Coordinator of Emergency Medical Services, Superintendent of Fire Equipment (Mechanic) and Assistant Chief, who is required to work more than his regular twenty four (24) hour shift during any seventy two (72) hour period shall be paid overtime at the rate determined by the following formula:

Bi-weekly base salary divided by 96×1.5 = rate per hour worked

- b. For the purpose of computing overtime, credit shall be given for paid Legal Holidays, Personal Days, Kelly Days, Trade Days, Vacation Leave, Disability Days, Jury Duty and any other authorized Leave of Absence.

SECTION 3:

- a. Each employee in the Fire Prevention Bureau in a position of grade class, Firefighter, Firefighter/Paramedic, Captain, Captain Paramedic, or Superintendent of Buildings, who is required to work more than his regular eight (8) hour shift during any twenty four (24) hour period shall be paid overtime at the rate determined by the following formula:
- b. Bi-weekly base salary divided by $80 \times 1.5 = \text{rate per hour worked}$
- c. For the purpose of computing overtime, credit shall be given for paid Legal Holidays, Personal Days, Vacation Leave, Disability Days, Jury Duty, and any other authorized Leave of Absence.

SECTION 4:

Each employee in the Firefighting Division in a position of grade class Firefighter, Firefighter/Paramedic, Captain, Captain Paramedic, Coordinator of Emergency Medical Services, Superintendent of Fire Equipment (Mechanic), and Assistant Chief, who is called in or is required to remain on duty in excess of his normal shift for a fire, accident, or natural disaster shall be paid overtime at the rate determined by the following formula:

Bi-weekly base salary divided by $80 \times 1.5 = \text{rate per hour worked}$

SECTION 5:

Each employee in the Fire Prevention Bureau in a position of grade class Firefighter, Firefighter/Paramedic, Captain, Captain Paramedic or Superintendent of Buildings, who is called in or is required to remain on duty in excess of his normal shift for a fire, accident, or natural disaster shall be paid at the rate determined by the following formula:

Bi-weekly base salary divided by $80 \times 1.5 = \text{rate per hour worked}$

SECTION 6:

The Superintendent of Fire Equipment (Mechanic) when called in or required to remain on duty in excess of his normal shift for any breakdown, maintenance or repair of equipment shall be paid overtime at the rate determined by the following formula:

Bi-weekly base salary divided by $80 \times 1.5 = \text{rate per hour worked}$

SECTION 7:

- d. In the Firefighting Division or Fire Prevention Bureau employees in a position of grade class Firefighter, Firefighter/Paramedic, Captain, Captain Paramedic, Coordinator of Emergency Medical Services, Superintendent of Fire Equipment (Mechanic), Superintendent of Buildings, or Assistant Chief, who are required to work more hours than their regularly scheduled work day or week, at their request, may be granted time off in lieu of pay at the rate of one and one half ($1 \frac{1}{2}$) times the hours worked.

- e. When an employee schedules compensatory time off and at such time the scheduling does not create overtime, said employee shall be granted his requested compensatory time off. However, if after said scheduling an overtime is created, the employee who scheduled compensatory time off shall not be asked or required to report to work or remain at work if part of a work day had been scheduled off; further, said employee's accumulated compensatory time will be reduced by the number of hours the employee was off.
- f. Employees may schedule compensatory time off for any work day or part of a work day within the calendar year, excluding Christmas and Christmas Eve, provided, however, a minimum of eight (8) consecutive hours shall be taken each time with at least twelve (12) hours advance notice. In the event that the request for compensatory time off does not create scheduled overtime, the minimum consecutive hours shall be four (4) hours. Compensatory time starting at or ending after 0001 hours must be taken for the rest of the shift.
- g. Employees may accumulate an unlimited number of compensatory hours; however, in the last week of May and the last week of November an employee's accumulated compensatory time, if in excess of two hundred forty (240) hours, will be rolled back to two hundred forty (240) hours and those hours in excess of two hundred forty (240) shall be paid to the employee on the first (1st) pay in June and the first (1st) pay in December at the employee's current hourly rate determined by the following formulas:

Firefighting Division

Bi-weekly base salary divided by 96 = rate per hour

Fire Prevention Bureau

Bi-weekly base salary divided by 80 = rate per hour

Upon staffing reaching forty eight (48) in the Firefighting Division, an employee may accumulate compensatory hours. An employee may not carry a total accumulation of compensatory time in excess of two hundred (200) hours.

- h. Employees at any time may request any portion of their accumulated compensatory time in pay at the employee's current hourly rate determined by the following formulas:

Firefighting Division

Bi-weekly base salary divided by 96 = rate per hour

Fire Prevention Bureau

Bi-weekly base salary divided by 80 = rate per hour

SECTION 8:

Overtime shall be paid in one-tenth (1/10) of one hour increments.

SECTION 9:

- a. Any off-duty employee who has left his normal place of work and is called back for overtime shall receive a minimum of two (2) hours overtime in accordance with Section 4, 5, and 6 above.
- b. Any employee required to appear in court, before a grand jury, or pre-trial conference necessitated by the employee's performance of his duty shall receive a minimum of three (3) hours overtime in accordance with Sections 2 and 3 above.

SECTION 10: OTHER OVERTIME SITUATIONS

- a. Overtime due to fires, accidents, and natural disasters (emergency overtime) should be filled starting with the Assistant Chief, on the shift that was relieved by the on duty shift, and then proceed with the remainder of the shift by seniority when possible without regard to rotating lists, unless otherwise directed by the Officer in Charge (O.I.C.).
- b. Temporary vacancies created by employees engaged in job-required activities and schooling shall be filled by the appropriate rotating seniority list and the procedures outlined in Article 22, Section 2.

SECTION 11:

Employees attending required training, seminars, meetings, conferences, continuing education programs, etc. required by the Chief and/or Safety Director, during off-duty time shall be compensated for that time including reasonable travel time in accordance with Section 2 and 3 above.

SECTION 12:

Employees providing public services, C.P.R. classes and public relation work on off-duty time, and with prior approval of the Chief, shall be granted compensatory time in accordance with Article 32, Sections 2 and 3 above.

SECTION 13: OVERTIME AS PER THE FAIR LABOR STANDARDS ACT

Each employee in the Firefighting Division in a position of grade class, Firefighter, Firefighter/Paramedic, Captain, Captain Paramedic, Coordinator of Emergency Medical Services, Superintendent of Fire Equipment (Mechanic) and Assistant Chief, who works more than two hundred twelve (212) hours in the twenty eight (28) day work period shall be paid overtime, in addition to his regular hourly rate, at the rate determined by the following formula:

Bi-weekly base salary divided by 96 X .5 = rate per hour worked

SECTION 14: EMERGENCY OVERTIME

Emergency overtime may be banked as overtime or paid as the employee wishes. In either option, such emergency overtime shall be paid or banked on the same basis, i.e. - the emergency overtime rate.

ARTICLE 33 - SCHOOLING

SECTION 1: JOB REQUIRED

Each new employee shall attend an accredited Basic Fire Training Program in accordance with State Law. The CITY shall pay all necessary expenses including but not limited to tuition, text books, mileage, meals and lodging. Reimbursement for meals and lodging will require submission of receipts demonstrating actual expenses incurred and shall in no case be more than the rate set by the Massillon City Auditor for expenses of such kind.

SECTION 2:

This course (in accordance with Section 1 above) shall be completed within the employee's first year unless approval for extension of such time is given by the Safety Director.

SECTION 3:

Each employee shall be provided with the opportunity, upon request, to attend any or all education, certification, or recertification programs required to maintain the present level of services provided by the Fire Department. The CITY shall pay all necessary expenses including tuition, text books, lodging, meals, and mileage.

SECTION 4: ADDITIONAL

The CITY will pay for tuition and text books for employees taking job-related courses or courses offered in the Firefighting curriculum. The courses taken must relate to Firefighting and other job-related work or be part of a recognized Firefighting Degree or curriculum and approved by the Safety Director.

SECTION 5:

Reimbursement shall be made to the employee by the CITY after completion of courses or the cost of said 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. Employees shall, whenever possible, use a textbook from the Fire Department Library. If none is available, the employee may purchase the textbook and submit proof of purchase to the Chief of the department for reimbursement on the following pay period. All books paid for by the CITY shall remain the property of the CITY and be kept in the Fire Department Library where they will be made readily accessible to all members of the Fire Department.

SECTION 6: COMPENSATION

Employees who have a current EMT-Ambulance certificate and who do not receive the current Paramedic pay shall be compensated at an annual rate of six hundred fifty dollars (\$650.00). Additionally, compensation shall be given:

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 \$900.00 annually for an Associate Degree in Fire Science.

Step 3 \$900.00 annually for an Associate Degree in Fire Science, plus \$3.20 annually per earned credit hour over the Associate Degree on a quarterly basis.

\$900.00 annually for an Associate Degree in Fire Science, plus \$4.82 annually per earned credit hour over the Associate Degree on a semester basis.

Step 4 \$1,800.00 annually for a Bachelors Degree in Fire Science.

Credit hours must be earned in courses of Fire Science Technology or courses required to obtain a Fire Science Degree. This payment, 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 December and the first (1st) pay in June, 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 Degree and the Bachelor Degree must be received from a fully accredited college or university. In no case will reimbursement or compensation be granted for any studies beyond the Bachelor Degree.

ARTICLE 34 - VACATION LEAVE

SECTION 1:

All employees shall earn vacation leave with pay according to the following schedule:

- 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 per year after the completion of twenty (20) full years of employment.

SECTION 2: ALTERNATE VACATION PLANS

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. Employees with earned vacation leave in excess of two (2) weeks may take the remainder in any combination of earned vacation leave and/or base

pay in lieu of earned vacation leave. Vacation pay may be collected on payday before taking vacation with notice.

- b. A retiring employee may use any combination of vacation and/or base pay in lieu of earned vacation leave.

SECTION 3:

Absence on account of sickness, injury, or disability in excess of that hereinafter authorized for such purpose may, at the request of the employee, be charged against vacation leave allowance.

SECTION 4:

The Chief shall keep records of vacation leave allowances and shall schedule vacation leaves, with particular regard to the seniority of employees, to accord with operating requirements and, insofar as possible, with the request of the employee.

SECTION 5:

In interpreting the above vacation schedules all employees become eligible for their vacation days on or after January 1 of each year. If the completion of an employee's first (1st) year's service occurs and, in the discretion of the Chief it would be impossible to grant said vacation before January 1 of the succeeding year, the employee shall be entitled to his accumulated vacation after January 1 of the succeeding year.

SECTION 6:

After an employee completes a full year of service, the anniversary date of his employment shall be considered to be January 1 for vacation purposes.

SECTION 7:

Vacations under the provisions of this Article shall not accumulate from one year to another, except as herein provided for first-year (1st) employees.

SECTION 8:

During the vacation herein provided for, the employee shall be entitled to full pay for such periods at the regular rate of compensation. No vacation benefits shall be paid on the basis of time and one half (1 1/2).

SECTION 9: VACATION SCHEDULING

By January 1 of each year vacation schedules for the Firefighting Division shall be completed and posted at each Fire Station.

SECTION 10:

Employees in the Firefighting Division in a grade class of Firefighter, Firefighter/Paramedic, Captain, Captain Paramedic, Coordinator of Emergency Medical Services, and Superintendent of Fire Equipment (Mechanic) shall pick vacation leave by department seniority, per shifts in rounds. The first (1st) round constitutes selections by all employees of each shift of one (1) or more consecutive weeks of earned vacation leave as provided in Section 1 above. Subsequent rounds shall be used until all employees of each shift have selected their earned vacation leave.

SECTION 11:

One (1) employee per shift per week in the Firefighting Division in a grade class of Firefighter, Firefighter/Paramedic, Captain, Captain Paramedic, Coordinator of Emergency Medical Services and Superintendent of Fire Equipment (Mechanic) may be granted earned vacation leave at one time. If, however, a shift change occurs after the posting of vacation schedules, all scheduled vacations shall remain in effect.

SECTION 12:

Employees in the Firefighting Division in a grade class of Assistant Chief may select vacations among themselves without regard to their separate shifts. Department seniority shall prevail. No more than two (2) employees shall be granted the same week of earned vacation leave at one time as provided in Section 1 above.

SECTION 13:

Employees working in the Fire Prevention Bureau shall have the option of selecting earned vacation leave by the week or consecutive weeks or individual days (not to exceed five (5) work days per week of allowed vacation leave).

SECTION 14:

The week beginning the first (1st) Sunday in January and the weeks following each subsequent Sunday throughout the year shall be available to all employees in the first (1st) round.

SECTION 15:

The term "week" as used in this section shall mean a period of seven (7) consecutive days beginning with Sunday and including each of the seven (7) named days.

ARTICLE 35 - DEATH BENEFITS

SECTION 1:

Upon the death of an employee unused sick leave, unused vacation leave, compensatory time, uniform allowance, Holiday pay, degree and certification compensation and any other earned compensation shall be paid to his estate according to the following Section 2.

SECTION 2:

Unused sick leave shall be paid as provided in Article 21, Section 6. Uniform allowance, degree and certification compensation shall be paid on a pro-rated basis. Compensatory time shall be paid at the employee's current hourly rate as provided in Article 32, Sections 2 and 3. Unused vacation leave shall be paid at the employee's current bi-weekly rate of pay.

ARTICLE 36 - UNIFORM ALLOWANCE

SECTION 1:

Each employee in the Fire Department from Firefighter on up through the various positions is authorized annually a uniform allowance for the purchase and maintenance of fire uniforms in the sum of:

Eight hundred fifty dollars (\$850.00) payable semi-annually in Installments of four hundred twenty five dollars (\$425.00).

SECTION 2:

Each newly appointed employee shall be entitled to an advance on his uniform allowance of:

Eight hundred fifty dollars (\$850.00) upon the date of employment.

In the event that said newly appointed employee does not complete one (1) full year of service as a result of his own actions then any uniform allowance advanced to him and which he did not otherwise become eligible for, shall be refunded to the CITY.

ARTICLE 37 - ENTRANCE RATES

SECTION 1: STARTING RATE ON INITIAL EMPLOYMENT

Original appointment to any position shall be made at the entrance rate and advancement within a pay range shall be made in accordance with this ARTICLE.

SECTION 2: STARTING RATE ON RETURN TO DUTY.

When an employee returns to duty in the same grade class after a separation from the department of not more than one (1) year, which separation was not due to discreditable circumstances, such employee shall receive the step rate in the grade class at the step corresponding to the step rate received at the time of separation and shall subsequently serve there for at least such period as is normally required for advancement to the next higher step rate. If, however, the employee was employed in a grade class of Captain, Captain Paramedic, Superintendent of Buildings, Superintendent of Fire Equipment, Coordinator of Emergency Medical Services, or Assistant Chief at the time of his separation and his position was filled during his absence, he shall be reinstated at his former step rate but in the grade class of Firefighter.

SECTION 3: SALARY ADVANCEMENT WITHIN GRADE CLASS

On the first (1st) day of the payroll period following the anniversary date of his employment (continuous service) with the department, each employee shall advance within the grade class to the step rate to which his years of continuous service entitle him.

SECTION 4: SALARY ADVANCEMENT FOR PROMOTION

On the first (1st) day of the payroll period following an employee's promotion he shall be compensated at the appropriate grade class and the step rate to which his years of continuous service entitle him.

SECTION 5: TITLE DIFFERENTIAL

The CITY agrees to establish and maintain the following pay differential schedule using as its base the appropriate Firefighter rate of compensation as it appears in Attachment 8.

<u>TITLES</u>	<u>RATE</u>
Paramedic/Fire	7.00%
Captain/EMS Coordinator	15.00
Captain Paramedic/Mechanic	20.00
Superintendent of Buildings	22.50
Assistant Chief	30.00

SECTION 6:

All salaries herein provided for shall be paid in bi-weekly installments in accordance with Attachment 8.

SECTION 7:

The Chief shall be responsible for notifying the proper officials of any change in the status of an employee's rate of pay in accordance with this ARTICLE.

SECTION 8: CADET FIREFIGHTER/PARAMEDIC

- a. All Firefighter/Paramedic personnel of the Fire Department must maintain certification as a State of Ohio Firefighter in accordance with the Ohio Revised Code throughout their employment with the City. It is required that all new employees hired on or after January 01, 1997 maintain certification as an EMT-P for fifteen (15) years from the date the employee is able to be used as such by the CITY to maintain employment. All Fire Department employees who are certified as EMT-Basic must maintain that certification throughout their employment with the City. After fifteen (15) full years, paramedic certification may be discontinued but EMT-Basic certification must be maintained. Employment will be terminated if certifications are not maintained.
- b. Every new employee shall be a probationary officer for three hundred sixty five (365) days and shall be governed under those rules

SECTION 9:

All salaries herein provided for shall be paid in bi-weekly installments in accordance with Attachment 8.

SECTION 10: EMT/Paramedic Standing Orders

All employees who receive a pay differential or stipend as an EMT-Basic or EMT-Paramedic must maintain their appropriate Standing Orders and must be able to function in Stark County in said capacity.

SECTION 11:

The Union acknowledges the right of the City to provide EMS Transport.

ARTICLE 38 - PENSION CONTRIBUTION

SECTION 1:

That portion of the employee contribution to the Police and Fire Disability and Pension Fund of Ohio equal to ten percent (10%) of the employee's earned compensation shall be picked up (assumed and paid) on behalf of the employee, and in lieu of payment to the employee and by the employee, by the CITY. If the employee's percentage of contribution is increased by the Police and Fire Disability and Pension Fund the CITY will pick up and pay the additional contribution amount. The provisions of this paragraph shall apply uniformly to all employees of the Division of Fire, and no employee shall have the option to elect a wage increase or other benefit in lieu of the payment provided for herein. The CITY shall, in reporting and making remittance to the Police and Fire Disability and Pension Fund of Ohio, report that each employee's contribution has been made as provided by statute.

SECTION 2:

The sum paid hereunder by the CITY on behalf of the employee, i.e., ten percent (10%) of the employee's earned compensation, is not to be considered additional salary or wages and shall not be treated as increased compensation and shall be deducted from gross pay. For purposes of computing the employee's earnings or basis of his contribution to the Police and Fire Disability and Pension Fund of Ohio, the amount paid by the CITY on behalf of the employee as his statutory obligation is intended to be and shall be considered as having been paid by the employee in fulfillment of his statutory obligation.

SECTION 3:

Holiday pay, Overtime pay, Vacation pay, Compensation pay, Severance pay and any other earned compensation shall be computed on an employee's base pay, before deferrals.

SECTION 4:

The CITY shall keep the proper records of an employee's gross pay (before deferrals) for pension purposes. The CITY shall also keep proper records of an employee's adjusted gross pay for income tax purposes. The plan was submitted by the CITY to the Internal Revenue Service with an application for approval. The Internal Revenue Service approved said stated plan the second (2nd) quarter of 1984.

SECTION 5:

To illustrate how this intended pick up plan shall work, we submit the following hypothetical example:

Assume an employee's annual gross pay is \$20,000.00, of which an employee's statutory obligation to the Police and Fire Disability Pension Fund is ten percent (10%) which is to be picked up (assumed and paid) by the CITY on behalf of the employee and in lieu of payment by the employee:

\$20,000.00 Employee's Gross Pay
2,000.00 Pick up (assumed and paid by the
CITY) \$18,000.00 Employee's Taxable Salary

ARTICLE 39 - INSURANCE

SECTION 1: HEALTH CARE INSURANCE

- a. All employees who are normally scheduled to work or who actually work a minimum of thirty five (35) hours per week for the Fire Department shall be furnished a partially-paid family and single coverage hospitalization plan (refer Section 1). The CITY will offer employees at least one plan which has been bid for the same coverage as contained in the CITY fully-funded plan as of 1-1-03
- b. The hospitalization plan may provide for a maximum one hundred dollar (\$100.00) per person and a two hundred dollar (\$200.00) per family in plan deductible and a two hundred dollar (\$200.00) per person and a four hundred dollar (\$400.00) per family out of plan deductible.
- c. For the next fifteen hundred dollars (\$1,500) in covered expenses, the CITY pays ninety (90)% for in plan and eighty (80)% for out of plan, the employee pays ten (10)% for in plan and twenty (20)% for out of plan.
- d. After the employee has paid the maximum of seven hundred fifty dollars (\$750) [deductible and co-insurance], the CITY pays one hundred percent (100%) of covered expenses. The employee's responsibility shall not exceed seven hundred fifty dollars (\$750) in any calendar year for hospitalization and major medical expenses that are covered.
- e. The Health Care Plan may provide for a maximum Co Pay of ten dollars (\$10.00) for Doctor's Office Visits.
- f. Each employee shall be provided a "Drug Card With the use of this card the employee could pay up to a maximum of thirty five dollars (\$35) per non-formulary prescription, twenty dollars (\$20) per formulary prescription and ten dollars (\$10) per generic prescription. The remainder of the prescription cost shall be borne by the CITY. The fees paid by the employee while using this card may not be included in his total annual deductible.

SECTION 2: LIFE INSURANCE

All employees who are normally scheduled to work or who actually work a minimum of thirty five (35) hours per week for the Fire Department shall be furnished with a fully-paid life insurance policy of ten thousand dollars (\$10,000). The coverage shall provide double indemnity provisions for accidental death and dismemberment.

SECTION 3: EYE AND DENTAL CARE INSURANCE

All employees who are normally scheduled to work or who actually work a minimum of thirty five (35) hours per week for the Fire Department shall be furnished with eye and dental care insurance.

SECTION 4: LIABILITY INSURANCE

The CITY shall purchase within ninety (90) days of the effective date of this Agreement an all-encompassing general liability policy to include a broad form comprehensive general liability endorsement equal to or exceeding coverages included in Ohio Standard Bureau Form L9001 (revised edition 7-76). Also, within ninety (90) days of the effective date of this Agreement, the CITY shall purchase a miscellaneous medical malpractice policy. Each employee shall be listed individually on all liability insurance policies as the named insured. All new employees shall be so listed within thirty (30) calendar days of their appointment.

SECTION 5: ELIGIBILITY REQUIREMENTS

Each employee appointed to the Fire Department who serves a six (6) month waiting period, may enroll in said insurance programs; however, all employees upon appointment shall be provided with a fully-paid liability coverage in accordance with Section 4 above. Any eligible employee covered by the group insurance programs herein provided who takes a leave of absence or is temporarily laid off or is on Workman's Compensation may continue his insurance coverage by assuming the full cost of said insurance and by paying said amount each month to the CITY prior to the date on which the CITY is required to make its monthly payments to the insuring companies. Any employee who does not meet the eligibility programs herein above established may enroll in the insurance programs herein provided and the full cost of said insurance shall be deducted from his wages.

SECTION 6: DISTRIBUTION OF COVERAGE

The CITY shall provide the UNION with a copy of the group insurance and liability insurance policies and provide to each employee copies of coverage for each insurance program provided to the employees by the CITY.

SECTION 7: OPTIONAL HEALTH CARE INSURANCE

- a. The CITY may offer alternative health care plans to qualified members of the Fire Department.
- b. Any plan offered must provide benefits equal to or better than the CITY funded plan.
- c. Each employee of the Fire Department 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 Fire Department the CITY will provide the UNION with all available information on each and every plan it has to offer.

ARTICLE 40 - SUCCESSORSHIP CLAUSE

This Agreement shall be binding in its entirety upon the parties hereto, their successors, assignees, and transferees, including but not limited to any new governmental instrumentality which shall come into existence by reason of any consolidation, merger, annexation, contractual agreement, ordinance, or other governmental enactment and replace the CITY as the employer of the Fire Department employees. The parties further agree that from time to time and upon reasonable notice given by either party to the other, they shall meet and confer to discuss any

future impact on the Firefighters bargaining unit which may result from the possible replacement of the CITY as the employer of the Fire Department employees. The parties further agree that no employee in the Firefighters bargaining unit shall be placed in any worse position with respect to pensions, seniority, wages, sick leave, vacation, health and welfare insurance, or any other benefits by reason of the employees transfer to any new governmental instrumentality or other employing unit which came into existence by reason of any consolidation, merger, annexation, contractual agreement, ordinance, or other governmental enactment and which replaces the CITY as the employer of the Fire Department employees.

ARTICLE 41 - TOTAL AGREEMENT

SECTION 1:

This agreement represents the entire Agreement between the City and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits, and practices previously and presently in effect may be modified or discontinued at the sole discretion of the City.

SECTION 2:

However, prior to implementing such modifications or discontinuances, the City agrees to meet and confer with the Union to discuss the same. In addition, the City agrees that nothing in this language permits it to make any changes inconsistent with the previously agreed-to provisions of this contract.

SECTION 3:

Consistent with the provisions of Article 14, the Union retains the right to grieve any and all City actions taken under this article.

ARTICLE 42 - SEPARABILITY

This Agreement is subject to the law of the State of Ohio, with respect to the powers, rights, duties and obligations of the CITY, the UNION, and the employees in the bargaining unit; and in the event that any provisions of the Agreement shall at any time be held to be contrary to law by a Court of competent jurisdiction from whose final judgment or decree is made and no appeals have been taken within the time provided thereof, such provisions shall be void and inoperative. However, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

ARTICLE 43 - STRIKE PROHIBITION

SECTION 1:

The UNION will not engage in or sanction strike action during the life of this Agreement, provided, however, that no employee will be required to respond to a call from or serve in a community whose Fire Department employees are known to be engaged in a strike.

SECTION 2:

The CITY will not lock out employees during the term of this Agreement.

ARTICLE 44 - SAFETY AGREEMENT

SECTION 1:

The CITY and the UNION agree that when a person enters the Fire Department, he has the right to expect the Fire Department to continually make every effort to protect him from any predictable hazards of the Firefighting Profession.

SECTION 2:

The CITY and the UNION reject the theory that injury and death is the unavoidable cost of firefighting. While tragedies will continue to occur and Firefighters will die protecting the Public, we believe that Firefighters' deaths and injuries can be reduced by means of safety education and training.

SECTION 3:

The traditional disregard of the Firefighter for his own safety in order to rescue persons in imminent danger is commended and extolled; however, that which is praiseworthy where lives are in danger becomes foolhardy and reckless where only property is involved, and must be discouraged.

SECTION 4:

Training is best accomplished under ideal circumstances. Training under adverse weather conditions such as darkness, rain, sleet, snow, high winds, heat (above 85°), cold (below 35°), and high humidity (above 85%) must be approved by the Fire Chief.

ARTICLE 45 - VISITATION AND TELEPHONES

SECTION 1: VISITATION

All employees shall have the right to receive visitors provided it does not interfere with efficient operation of the department.

SECTION 2: TELEPHONES

The unlimited call telephones at each station shall continue to be provided for the personal use of the employees during duty hours, however, no toll calls may be charged to these telephones.

ARTICLE 46 - LABOR MANAGEMENT COMMITTEE

SECTION 1:

The Labor Management Committee shall consist of three (3) employees appointed by the UNION and not more than three (3) members of management. It is mutually agreed by the parties of this Agreement that this committee meet on a quarterly basis on the 1st Thursday following the 1st

Monday in the months of January, April, July, and October, or as mutually agreed, after a written request from either party for the purpose of:

- a. Discussing the administration of this Agreement,
- b. Disseminating general information of interest to the parties,
- c. Giving the UNION representatives the opportunity to share the views of their members and/or suggestions on the subjects of interest to their members.
- d. Discussing ways to improve efficiency within the department,
- e. Discussing safety and health issues of the department,
- f. Promoting harmonious relations between the CITY and the UNION in the best interest of the community, and
- g. Discussing ways to contain the cost of health insurance.

ARTICLE 47 - DRUG TESTING

SECTION 1: PURPOSE

- a. The CITY has a legal responsibility and management obligation to ensure a safe work environment, as well as paramount interest in protecting the public by ensuring that its employees have the physical stamina and emotional stability to perform their assigned duties. The requirement for employment must be that an employee is free from drug dependence, illegal drug use, or drug/alcohol abuse while on duty.
- b. Liability could be found against the CITY and the employee if we were to fail to address and assure that employees can perform their duties without endangering themselves or the public.
- c. There is sufficient evidence to conclude that the use of illegal drugs, the misuse of any drug, or alcohol abuse, seriously impairs the employee's performance and general physical or mental health. Therefore, this program has been established to ensure an employee's fitness for duty and employment.

SECTION 2: POLICY

The following provisions are established to ensure and maintain that the City of Massillon Fire Department is a drug-free workplace.

- a. Provide for the Supervisor on duty to order a drug screen and/or alcohol breath test(s) immediately when there is reasonable suspicion that an employee has been using unauthorized drugs or alcohol.
 1. Prohibit the possession, use, sale, or distribution of alcohol or unauthorized drugs during working hours.

2. Provide for automatic drug and/or alcohol screening when an employee is involved in an on-duty motor vehicle accident.

SECTION 3: DEFINITIONS

The following definitions apply to the above stated program:

EMPLOYEE(S)

All employees covered under the provisions of the Collective Bargaining Agreement.

DRUG SCREENING TEST(S)

A collection of a urine or blood specimen by medical personnel and a laboratory analysis of the specimen by Enzyme Immunoassay (EMI) screening and of appropriate confirmatory testing using the Gas Chromatography/Mass Spectrometry (GC/MS) methods and procedures, or the most current and appropriate technology to detect any of the following: amphetamines/methamphetamines, barbiturates (phenobarbital, secobarbital, bupalbital), benzodiazepines (Valium, serax, librium), cannabinoids (marijuana), cocaine metabolites (benzoylecgonine, ecgonine), methadone (dolphine), opiates (morphine, codeine, and hydrocodone), phencyclidine (PCP), and propoxyphene (Darvon).

REASONABLE SUSPICION

An apparent state of facts, circumstances, or information which exists from an inquiry by the supervisor, or from a credible source which would induce a reasonably intelligent and prudent person to believe the employee is using or is under the influence of unauthorized drugs or alcohol.

POSITIVE

Referring to a screening for a controlled substance or alcohol, a test which indicates the presence of any controlled substance, or .02% or greater breath alcohol content.

INDIVIDUAL SUBSTANCE ABUSE REHABILITATION PROGRAM

A rehabilitation program established for an individual which sets forth a specific required treatment program for substance abuse through a qualified organization.

UNAUTHORIZED DRUG

A controlled substance as defined by Ohio Revised Code § 3719.01, or the misuse of any legally prescribed drug.

SECTION 4: PROCEDURE

a. DRUG OR ALCOHOL TESTING RESULTING FROM REASONABLE SUSPICION

1. DRUG SCREENING - The Chief or his designee shall order a drug screen immediately when there is a reasonable suspicion that an employee has been using or is under the influence of any unauthorized drug. Urine specimens will be acquired in accordance with established procedure.

2. **ALCOHOL BREATHALYZER TEST** - The Chief or his designee shall direct the employee to report to a designated site for the test after the appropriate arrangements have been made. The testing procedures shall comply with O.R.C. § 4511.19.
 3. **TESTING PROCEDURES** - Once the appropriate test or specimen is obtained, the employee will be relieved of duty and placed on paid administrative leave pending the results of the testing procedure. The employee tested will receive written confirmation of the test results when the information is made available to the CITY. Test results reporting the presence of unauthorized drugs or alcohol will be submitted on a confidential basis to the Chief and the Safety Director for appropriate action.
 4. Drug and/or alcohol screening shall be authorized when an employee is involved in an on-duty motor vehicle accident which results in bodily injuries to any vehicle occupant or the employee.
- b. **ACTION TO BE TAKEN**
1. Employees who test negative shall be returned to regular duty their next regularly scheduled shift.
 2. Employees who test positive for the first time to unauthorized drugs or alcohol will be required to participate in a mandatory personalized rehabilitation program which will be arranged by the Safety Director's Office. Such a program should be developed by an accredited rehabilitation agency upon completion of the appropriate counseling procedures.
 3. An employee who participates in a rehabilitation program must use any accumulated leave time for the period of the program. If no such leave time is available, the employee shall be placed on an unpaid leave of absence for the period of the rehabilitation program which is not to exceed six (6) months. Upon completion of such program and retesting that demonstrates that the employee is no longer using any unauthorized drug or alcohol, the employee shall be returned to duty. The CITY reserves the right to determine the nature of the employee's assignment upon his return to work.
 4. Employees who fail or refuse to provide a urine and/or breathe specimen or who fail or refuse to cooperatively participate in the rehabilitation program when requested by the CITY are subject to immediate disciplinary action. An employee's physical inability to provide a urine specimen shall not be considered to be a refusal to provide the specimen; however, if the employee is physically unable to provide a urine specimen when requested, the CITY may request a blood sample for laboratory testing.
 5. Employees who test positive to the presence of unauthorized drugs or alcohol a second time are subject to immediate discharge.

6. Intentionally tampering with, causing another person to tamper with, substituting for, or causing another person to substitute for a 'urine and/or blood specimen, or with any breath alcohol test, whether it is the employee's own specimen or the specimen of another employee shall constitute cause for the discharge of that employee engaging in such activity.
7. Employees may appeal any positive result by undertaking an additional urinalysis or blood test by an accredited lab of his choice at his own expense.

c. MAINTENANCE OF DRUG TESTING RECORDS

1. All drug screening records shall become a permanent part of the employee's personnel file and are subject to all rights governing the use of such files.
2. Employees shall be given an opportunity to review all drug screening documents which are contained within their personnel files.

d. RELATED PROGRAM COST

1. The cost of the drug and/or alcohol screening will be paid by the CITY.
2. The employee's health benefits will apply to the cost of the employee's substance abuse rehabilitation program. Any cost beyond the expenses covered by the health insurance shall be borne by the employee.

SECTION 5: POSSESSION, SALE, USE, OR DISTRIBUTION

- a. The possession, sale, use or distribution of alcohol or unauthorized drugs by an employee during working hours shall constitute cause for discharge of the employee.
- b. The actual consumption or ingestion of alcohol or any unauthorized drug by an employee during working hours shall constitute cause for discharge of the employee, irrespective of whether the CITY elects to test the employee under this ARTICLE.
- c. The conviction of an employee for any felony a legal element of which requires proof of the possession, sale, use, or distribution of a drug shall constitute cause for discharge, whether or not such felony occurred during working hours or on the employer's premises.
- d. Any employee who is taking a prescription medication in conformity with the lawful directions of the prescribing physician or a non-prescription medication in conformity with the manufacturer's specified dosage must notify the CITY if the medication will have an impact on the employee's performance of job-related functions, i.e. driving a motor vehicle, climbing ladders, or any other job functions which call for the exercise of judgment. If the employee notifies the CITY of the use of such medication before being ordered to a drug screen, a positive result consistent with the ingredients of such medication shall not constitute cause for discipline. The CITY may require an employee to provide evidence that any prescription medication has been lawfully prescribed by a physician for the employee.

ARTICLE 48 - FAMILY AND MEDICAL LEAVE ACT

SECTION 1:

This ARTICLE is intended to complement and supersede or be an addition to whatever leave rights an employee may have under applicable laws. Employees may take up to twelve (12) weeks of unpaid leave for the following reasons:

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

SECTION 2:

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

SECTION 3:

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

SECTION 4:

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

ARTICLE 49 - RESIDENCY

SECTION 1:

All employees hired on or after November 25, 1996 must reside within the Massillon Municipal Court District. Any non-resident hired after November 25, 1996 must establish residency within the Massillon Municipal Court District within one year of being hired for employment and continue to maintain residency within the Massillon Municipal Court District at all times during such continued employment.

SECTION 2:

All employees hired before November 25, 1996 have no residency requirement.

SECTION 3:

If at any time the State adopts a residency law that conflicts with this Article, the State residency law shall supersede the more restrictive requirement of Section 1 of this Article.

ARTICLE 50 - SPECIAL EVENTS

SECTION 1:

When special events/details occur that require personnel to be out-of-service and unable to respond to emergency calls and the staffing level is above the ten (10) man minimum coverage for the event/detail shall be provided by using the on-duty personnel above the ten (10) man minimum. If additional personnel are needed for the event/detail off-duty personnel shall be used.

SECTION 2:

The CITY maintains the right to staff the event/detail with personnel included in the ten (10) man minimum staffing if the event/detail last for two (2) hours or less. However, it must maintain an Engine Company of four (4) personnel at Station #1 for the duration of the event. This may be done by utilizing a fill company if necessary. Section 1 of this Article shall apply for events/details lasting more than two (2) hours.

SECTION 3:

The CITY maintains the right to staff the event/detail with personnel included in the ten (10) man minimum staffing if the event/detail does not require the personnel attending the event/detail to be out-of-service and unable to respond to emergency calls.

SECTION 4:

In order to utilize off duty personnel to staff these events/details, the CITY agrees to maintain a single "Special Events/Details Overtime list" that is separate from the "overtime to maintain minimum safety manning" lists are maintained. This list shall include all ranks and grades within the Fire Department. This list shall be maintained in the same manner that the "overtime to maintain minimum safety manning" lists are maintained. Personnel called in to staff these events/details must attend the event/detail. They may not "bump" on duty personnel and force them to attend the event/detail.

SECTION 5:

In the event that the entire "Special Events/Details Overtime" list is exhausted, on duty personnel shall be required to attend the event/detail. If such occurs, the Engine Company at Station #1 shall be maintained as per Section 2.

SECTION 51 - DURATION

SECTION 1: DURATION

This Agreement shall be effective November 10, 2011, and shall remain in force and effect up to and including May 10, 2012.

SECTION 2: FUTURE NEGOTIATIONS

The parties agree that commencing no later than March 1, 2012 they will undertake negotiations for a new Agreement for a succeeding period.

SECTION 3: EXTENSION

In the event that negotiations extend beyond the expiration date of the Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement on a new contract.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year first above written.

LOCAL 251 - INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS ABA MASSILLON PROFESSIONAL
FIREFIGHTERS ASSOCIATION LOCAL 251, AFL-CIO

BY: Robert A. Lott

BY: Paul A. Lott

BY: _____

BY: _____

BY: _____

BY: _____

CITY OF MASSILLON, OHIO (A MUNICIPAL
CORPORATION)

BY: _____
Francis Cicchinelli, Jr., Mayor

BY: Mike Loudiana 5/24/11
Mike Loudiana, Safety Director

DATED: May 24, 2011 AT MASSILLON, OHIO

**MEMORANDUM OF UNDERSTANDING
ARTICLE 22 MINIMUM MANNING**

1. The parties agree that during the extension of the Collective Bargaining Agreement from November 10, 2011 until May 10, 2012, the minimum number of employees provided for in Article 22 Section 1 shall be eleven (11).
2. The parties agree that at the expiration of the Collective Bargaining Agreement on May 10, 2012, this Memorandum of Understanding will have no future force or effect on contract language or as part of the negotiations for a successor agreement.

Paul H. Hester 5/24/11

Paul Hester

Michael Jackson 5/24/11

DATE: JUNE 6, 2011

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 73 - 2011

1st Reading

BY: PUBLIC UTILITIES COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a Non-Development Gas & Oil Lease with Ohio Valley Energy Systems Corporation for a 52.51 acre parcels owned by the City of Massillon, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to enter into a Non-Development Gas & Oil Lease with Ohio Valley Energy Systems Corporation for a 52.51 acre parcels owned by the City of Massillon.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized to enter into a Non-Development Gas & Oil Lease with Ohio Valley Energy Systems Corporation for a 52.51 acre parcels owned by the City of Massillon. A copy of the Non-Surface Development Oil & Gas Lease and map is attached hereto as Exhibit "A". The City is to receive a 12.5% royalty for a ten (10) year term along with a Fifty Thousand Dollar (\$50,000) bonus upon signing the lease.

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary that this oil and gas lease is signed. 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.

Ohio Valley Energy

Oil and Gas Exploration

April 7, 2011

City of Massillon
C/O Michael J. Loudiana – Director of Public Service & Safety
City Council
151 Lincoln Way East
Massillon, Ohio 44646

Re: Non-Development Oil and Gas Lease

Dear Board Members:

Thank you for taking the time to review this letter. This letter serves to introduce the plans of Ohio Valley Energy Systems Corp., to drill three oil and gas wells in the City of Massillon. The burden of all drilling and production operations would be confined to adjacent land.

First and foremost, be advised that we propose no entry upon your property for any reason. The Non-Development Oil and Gas Lease only allows your property to be grouped with other properties to compose the state-mandated 40 acre drilling and spacing unit.

Currently over 6,457 oil and gas wells have been drilled in Stark County with many residents enjoying the benefits.

We are asking you to include your property in this project by signing the Non-Development Oil and Gas Lease.

The Offer Ohio Valley Energy will offer the following:

- 12.5% royalty
- 10 year term
- \$50,000.00 additional bonus money upon signing

Prior to the well being drilled you will receive your signing bonus. In addition, you will receive royalties after the well is drilled and completed. We encourage you to consider the benefits in participating in this project.

Should you have any questions, need additional information, or want to schedule a meeting to discuss this matter in greater detail, please feel free to contact me on my cell phone at (330) 719-7537 or at the number below.

Regards,
Ohio Valley Energy Systems Corp.
Bonnie Foster
Bonnie Foster

Above space for official use only

NON- DEVELOPMENT OIL & GAS LEASE

THIS LEASE, made this ____ day of _____, 20 __, by and between
City of Massillon

151 Lincoln Way East

Massillon, Ohio 44646

hereinafter called Lessor, and *Ohio Valley Energy Systems Corp., 200 Victoria Rd. Bldg. 4 Austintown, Ohio 44515*
hereinafter called Lessee, do agree:

1. Lessor, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants and leases Lessee all the oil and gas in the lands described below, with the exclusive right to operate for, produce and market the same from a well or wells on other lands; the right to unitize Lessor's lands, or any portion, with other lands into a drilling unit of no more than eighty acres for any well drilled above the base of the Queenston Shale and six hundred forty acres plus 10% tolerance for any well drilled below the base of the Queenston Shale, together with the right to pool, reform, enlarge and/or reduce such pool, and repool all or any part or parts of the leased premises. This Lease is for ten (10) years, and as long thereafter as operations are being conducted on any such unit or oil or gas can be produced in paying quantities in Lessee's judgment from any such unit. Lessee and Lessor agree that the term "operations" as defined in this Lease shall mean at which time Lessee has filed an Application for Drilling Permit with the Ohio Department of Natural Resources Division of Mineral Resources Management. This lease covers all of Lessor's land in or adjoining Section 7, Section 8 and Section 17, Township 10 North of Range 9 West of City of Massillon, Stark County, State of Ohio, containing 59.71 acres, more or less, and described as follows: See "Property Description " and "Plot Plan" attached hereto and made a part hereof, of the Stark County Records.

2. Lessor shall be paid as royalties a proportional share of one-eighth (1/8) of the proceeds realized by Lessee on all the oil and gas sold commercially off the unit, as the amount of Lessor's acreage in the unit bears to the total acreage in the unit. Such proceeds shall be net of severance, ad valorem and any other taxes or charges levied against production. Lessor grants Lessee the authority to execute division orders or contract for the sale of gas or oil.

3. No well shall be drilled on Lessor's property, nor shall Lessee enter upon or install any surface installation of any nature whatsoever on the leased property, the within Lease being granted solely for the purpose of permitting the Lessee to unitize the leased property with other properties, which other properties shall bear all the burden of surface development. Lessor understands and gives consent that, due to slant (directional) drilling originating from surface entry on a parcel not owned by Lessor, the wellbore may pass through or terminate below the surface of Lessor's property. This directional drilling condition is granted exclusively to Lessee.

4. This lease shall be binding on all heirs, personal representatives, successors, and assigns of Lessor and Lessee. No change of ownership shall be binding on Lessee until Lessee has received adequate evidence of transfer. If the leased land is hereinafter owned in separate tracts, the premises, nevertheless, shall be treated as an entirety and all payments due shall be paid proportionally to each separate owner, and if Lessor owns less than the entire fee, Lessor shall be paid only his proportional share of any payment due. Lessee may at any time surrender this Lease in whole or in part.

5. Lessor hereby warrants and agrees to defend title to the land herein described and agrees that Lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the said lands and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself from any payments due hereunder. Should Lessee be delayed or prevented from complying with any express or implied covenant of this Lease, from conducting any drilling or any other operations, or from producing oil or gas therefrom by reason of the operation of force majeure or any federal, state or local law or regulation, or by reason of any other cause beyond the control of Lessee, then while so delayed or prevented, Lessee's obligations to comply with such covenant or obligation shall be suspended. The term, both primary and secondary, hereof shall be extended while Lessee is delayed or prevented by any such cause.

6. It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties in regard to the subject matter thereof, that no verbal representations or promises have been made or relied upon by either party which are not contained herein, and no implied covenants, agreements or obligation shall be read into this agreement or imposed upon either party.

7. Lessee agrees to make payment to Lessor a sum of \$50,000.00 payable upon execution of Non Development Oil & Gas Lease.

This instrument prepared by: Ohio Valley Energy Systems Corp.
Version 110510 200 Victoria Rd, Bldg 4
040611 Austintown, OH 44515

LEASE DESCRIPTION

Attached hereto and made a part here of that certain Non-Development Oil and Gas Lease from the City of Massillon, as Lessor and Ohio Valley Energy Systems Corp., as Lessee, dated the _____ day of _____, 2011.

Situated in the City of Massillon, County of Stark, and State of Ohio

Being part of 36 roads within the City of Massillon, and being more formerly described as follows:

TOMMY HENRICH DRIVE N.W. (VARIABLE)

Beginning at the point of intersection of the northerly right-of-way of Lincolnway W and 3rd Street N.W. and extending northerly approximately 1065 feet to its terminus point at a cul-de-sac. Including the entire width of the right-of-way the said 1065 feet distance.

LILLIAN GISH BOULEVARD (72')

Beginning at the point of intersection of the southerly right-of-way of Lincolnway W and Lillian Gish Blvd. and extending southerly approximately 255 feet to the easterly extension of the south line of Parcel number 601512, which is now or formerly owned by R L Deville Enterprises LTD. Including the entire width of the right-of-way the said 255 feet distance.

2ND STREET S.W. (60')

Beginning at the point of intersection of the westerly right-of-way of 1st Street S.W. and 2nd Street S.W. and extending northerly approximately 1310 feet to the southerly right-of-way of Tremont Ave S.W. Including the entire width of the right-of-way the said 1310 feet distance.

DAVID CANARY DRIVE S.W. (VARIABLE)

Beginning at the point of intersection of the northerly right-of-way of Tremont Ave S.W. and David Canary Dr. and extending northerly & easterly approximately 550 feet to the westerly right-of-way of 1st Street S.W. Including the entire width of the right-of-ways the said 550 feet distance.

1ST STREET N.W. / S.W. (VARIABLE)

Beginning at the point of intersection of the northerly right-of-way of South Ave. S.W. and 1st Street S.W. and extending northerly approximately 703 feet to the southerly right-of-way of Tremont Ave. S.W., and beginning at the point of intersection of the northerly right-of-way of Tremont Ave. S.W. and 1st Street S.W. and extending northerly approximately 575 feet to the southerly right-of-way of Lincolnway W., and beginning at the point of intersection of the northerly right-of-way of Lincolnway W. and 1st Street N.W. and extending northerly approximately 230 feet to the southerly right-of-way of Federal Ave. N.W., and beginning at the point of intersection of the northerly right-of-way of Federal Ave. N.W. and 1st Street N.W. and extending northerly approximately 230 feet to the southerly right-of-way of North Ave. N.W. Including the entire width of the right-of-way the said 703, 575, 230 and 230 feet of distances.



ERIE STREET (80')

Beginning at the point of intersection of the northerly right-of-way of South Ave. and Erie Street S and extending northerly approximately 1361 feet to the southerly right-of-way of Lincoln Way W., and beginning at the point of intersection of the northerly right-of-way of Lincoln Way W. and Erie Street N. and extending northerly approximately 230 feet to the southerly right-of-way of Federal Ave. N.W., and beginning at the point of intersection of the northerly right-of-way of Federal Ave. N.W. and Erie St. N and extending northerly approximately 211 feet to the southerly right-of-way of North Ave. Including the entire width of the right-of-way the said 1361, 230 and 211 feet of distances.

1ST STREET N.E. / S.E. (66')

Beginning at the point of intersection of the northerly right-of-way of a South Ave. S.E. and 1st Street S.E. and extending northerly approximately 1360 feet to the southerly right-of-way of Lincoln Way E., and beginning at the point of intersection of the northerly right-of-way of Lincoln Way E. and 1st Street N.E. and extending northerly approximately 230 feet to the southerly right-of-way of Federal Ave. N.E. Including the entire width of the right-of-way the said 1360 and 230 feet of distances.

2ND STREET N.E / S.E. (50')

Beginning at the point of intersection of the northerly right-of-way of Oak Ave. S.E. and 2nd Street S.E. and extending northerly approximately 255 feet to the southerly right-of-way of Tremont Ave. S.E., and beginning at the point of intersection of the northerly right-of-way of Tremont Ave. S. E. and 2nd Street S.E. and extending northerly approximately 200 feet to the southerly right-of-way of Charles Ave. S.E., and beginning at the point of intersection of the northerly right-of-way of Charles Ave. S.E. and 2nd Street S.E. and extending northerly approximately 300 feet to the southerly right-of-way of Lincoln Way E., and beginning at the point of intersection of the northerly right-of-way of Lincoln Way E. and 2nd Street N.E. and extending northerly approximately 230 feet to the southerly right-of-way of Federal Ave. N.E. Including the entire width of the right-of-ways the said 255, 200, 300 and 230 feet of distances.

3RD STREET N.E / S.E. (66')

Beginning at the point of intersection of the northerly right-of-way of South Ave. S.E. and 3rd Street S.E. and extending northerly approximately 380 feet to the southerly right-of-way of Oak Ave. S.E., and beginning at the point of intersection of the northerly right-of-way of Oak Ave. S. E. and 3rd Street S.E. and extending northerly approximately 255 feet to the southerly right-of-way of Tremont Ave. S.E., and beginning at the point of intersection of the northerly right-of-way of Tremont Ave. S.E. and 3rd Street S.E. and extending northerly approximately 566 feet to the southerly right-of-way of Lincoln Way E., and beginning at the point of intersection of the northerly right-of-way of Lincoln Way E. and 3rd Street N.E. and extending northerly approximately 230 feet to the southerly right-of-way of Federal Ave. N.E. Including the entire width of the right-of-way the said 380, 255, 566 and 230 feet of distances.

FEDERAL AVENUE (VARIABLE)

Beginning at the point of intersection of the easterly right-of-way of 3rd Street N.W. and Federal Ave. N.E. and extending easterly approximately 2210 feet to the easterly right-of-way of 3rd Street N.E. Including the entire width of the right-of-ways the said 2210 feet distance.



LINCOLNWAY (100')

Beginning at the point of intersection of the easterly right-of-way of U.S. 21 and Lincolnway W. and extending easterly approximately 3470 feet to the easterly right-of-way of 6th Street S.E.. Including the entire width of the right-of-way the said 3470 feet distance.

CHARLES AVENUE S.E. (66')

Beginning at the point of intersection of the easterly right-of-way of 1st Street N.W. and Charles Ave. S.E. and extending easterly approximately 207 feet to the westerly right-of-way of Erie Street S.E., and beginning at the point of intersection of the easterly right-of-way of Erie Street and Charles Ave. S.E. and extending easterly approximately 282 feet to the westerly right-of-way of 1st Street S.E., and beginning at the point of intersection of the southerly extension of the west line of Parcel number 615643, which is now or formerly owned by Ohio Bell Telephone Company and Charles Ave. S.E. and extending easterly approximately 395 feet to the westerly right-of-way of 3rd Street S.E. Including the entire width of the right-of-ways the said 207, 282 and 395 feet distances.

TREMONT AVENUE (VARIABLE)

Beginning at the point of intersection of the easterly right-of-way of U.S. 21 and Tremont Ave. and extending easterly approximately 1048 feet to the westerly right-of-way of Erie Street S.E., and beginning at the point of intersection of the easterly right-of-way of Erie Street and Tremont Ave. and extending easterly approximately 280 feet to the westerly right-of-way of 1st Street S.E., and beginning at the point of intersection of the easterly right-of-way of 1st Street S.E. and Tremont Ave. and extending easterly approximately 2826 feet to the westerly right-of-way of 11th Street Including the entire width of the right-of-way the said 1048, 280 and 2826 feet distances.

OAK AVENUE (VARIABLE)

Beginning at the point of intersection of the easterly right-of-way of 2nd Street S.W. and Oak Ave. S.W. and extending easterly approximately 320 feet to the westerly right-of-way of 1st Street S.W., and beginning at the point of intersection of the easterly right-of-way of Erie Street and Oak Ave. S.E. and extending easterly approximately 280 feet to the westerly right-of-way of 1st Street S.E., and beginning at the point of intersection of the easterly right-of-way of 1st Street S.E. and Oak Avenue S.E. and extending easterly approximately 2610 feet to the westerly right-of-way of 11th Street S.E. Including the entire width of the right-of-way the said 320, 280 and 2610 feet distances.

SOUTH AVENUE (50')

Beginning at the point of intersection of the westerly right-of-way of 8th Street S.E. and South Avenue S.E. and extending westerly approximately 2420 feet to its terminus at a cul-de-sac. Including the entire width of the right-of-way the said 2420 feet distance.

WELLMAN AVENUE S.E. (60')

Beginning at the point of intersection of the easterly right-of-way of 3rd Street S.E. and Wellman Ave. S.E. and extending easterly approximately 2175 feet to the westerly right-of-way of 10th Ave. SE. Including the entire width of the right-of-ways the said 2175 feet distance.



CITY HALL STREET S.E. (VARIABLE)

Beginning at the point of intersection of the easterly right-of-way of 1st Street S.E. and City Hall Street S.E. and extending easterly and northerly approximately 505 feet to the southerly right-of-way of Lincolnway E. Including the entire width of the right-of-way the said 505 feet distance.

DIAMOND COURT S.E./S.W. (VARIABLE)

Beginning at the point of intersection of the westerly right-of-way of 3rd Street S.E. and Diamond Court and extending westerly approximately 231 feet to the easterly right-of-way of 2nd Street S.E., and beginning at the westerly right-of-way of 2nd Street S.E. and extending westerly approximately 230 feet to the easterly right-of-way of City Hall Street, and beginning at the westerly right-of-way of City Hall Street S.E. and extending westerly approximately 168 feet to the easterly right-of-way of 1st Street S.E., and beginning at the westerly right-of-way of 1st Street S.E. and extending westerly approximately 280 feet to the easterly right-of-way of Erie Street, and beginning at the westerly right-of-way of Erie Street and extending westerly approximately 120 feet to its terminus and beginning the at the point of intersection of the westerly extension of the north line of Parcel 605185, which is now or formerly owned by F. & M. Properties and Diamond Court S.E. and extending southerly 45 feet to the northerly right-of-way of Diamond Court S.E., and beginning at the westerly right-of-way of 1st Street S.W. and extending westerly approximately 172 feet to the westerly right-of-way of Lowry Place S.W. Including the entire width of the right-of-way the said 231, 230, 168, 280, 120, 45 and 172 feet distances.

LOWRY PLACE S.W. (20')

Beginning at the point of intersection of the southerly right-of-way of Lincolnway W and Lowry Place S.W. and extending southerly 140 feet to the northerly right-of-way of Diamond Court S.W. Including the entire width of the right-of-way the said 140 feet distance.

POSTAL PLACE (16')

Beginning at the point of intersection of the southerly right-of-way of Federal Ave. N.E. and Postal Place and extending southerly approximately 230 feet to the northerly right-of-way of Lincoln Way E, and beginning at the point of intersection of the southerly right-of-way of Lincoln Way and Postal Place and extending southerly 140 feet to the northerly right-of-way of Diamond Court SE, and beginning at the point of intersection of the southerly right-of-way of Diamond Court and Postal Place and extending southerly 130 feet to the northerly right-of-way of Charles Ave. SE, and beginning at the point of intersection of the southerly right-of-way of Tremont Avenue SE and Postal Place and extending southerly 216 feet to the northerly right-of-way of Oak Avenue SE, and beginning at the point of intersection of the southerly right-of-way of Oak Avenue and Postal Place and extending southerly 96 feet to the easterly extension of the southerly line of Parcel 600381, which is now or formerly owned by Goran Jumrukovski & Tanjz Jumrukovska and beginning at the point of intersection of the southerly right-of-way of a 20 foot alley and Postal Place and extending southerly approximately 216 feet to the northerly right-of-way of South Ave. S.E. Including the entire width of the right-of-way the said 230, 140, 130, 216, 96 and 216 feet distances.



4TH STREET S.E. (40')

Beginning at the point of intersection of the southerly right-of-way of Lincoln Way W and 4th Street N.E. and extending southerly approximately 340 feet to the northerly right-of-way of Wellman Ave. S.E., and beginning at the point of intersection of the southerly right-of-way of Oak Avenue SE and 4th Street N.E. and extending southerly approximately 145 feet to the northerly right-of-way of Wellman Ave. S.E. Including the entire width of the right-of-way the said 340 and 145 feet distances.

5TH STREET S.E. (40')

Beginning at the point of intersection of the southerly right-of-way of Lincoln Way W and 5th Street S.E. and extending southerly approximately 515 feet to the northerly right-of-way of Wellman Ave. S.E. Including the entire width of the right-of-way the said 515 feet distance.

6TH STREET S.E. (66')

Beginning at the point of intersection of the southerly right-of-way of Lincoln Way W and 6th Street S.E. and extending southerly approximately 600 feet to the northerly right-of-way of Wellman Ave. S.E.. Including the entire width of the right-of-way the said 600 feet distance.

AMERICAN LEGION PLACE S.E. (20')

Beginning at the point of intersection of the southerly right-of-way of Lincoln Way W and American Legion Place S.E. and extending southerly approximately 230 feet to the northerly right-of-way of an alley. Including the entire width of the right-of-way the said 230 feet distance.

ALLEY (20') 150' N. of the intersection of Lincoln Way W & 1st Street N.W.

Beginning at the point of intersection of the westerly right-of-way of 1st Street N.W. and the Alley and extending westerly approximately 150 feet to the southerly extension of the westerly line of Parcel 618913, which is now or formerly owned by Eric Stephens. Including the entire width of the right-of-way the said 150 feet distance.

ALLEY (145' N. of the intersection of Erie St. S and South Ave. S.E.) (20')

Beginning at the point of intersection of the easterly right-of-way of Erie Street S. and the Alley and extending easterly approximately 280 feet to the westerly right-of-way of 1st St. S.E. Including the entire width of the right-of-way the said 280 feet distance.

Wallace Ave. (100' N. of the intersection of Wellman Ave. S.E. & 4th St. S.E.) (20')

Beginning at the point of intersection of the easterly right-of-way of 4th Street S.E. and Wallace Avenue and extending easterly approximately 295 feet to the westerly right-of-way of 5th Street S.E.. Including the entire width of the right-of-way the said 295 feet distance.

ALLEY (140' southerly of the intersection of Lincoln Way E & 4th St. S.E.) (20')

Beginning at the point of intersection of the westerly right-of-way of 4th Street S.E. and Alley and extending westerly approximately 155 feet to the northerly extension of the westerly line of Parcel 680707, which is now or formerly owned by First United Methodist Church Including the entire width of the right-of-way the said 155 feet distance.



ALLEY (225' N. of the intersection of Wellman Ave. S.E. & 5TH St. S.E.) (20')

Beginning at the point of intersection of the easterly right-of-way of 5th Street S.E. and Alley and extending easterly approximately 305 feet to the westerly right-of-way of 6th Street S.E. Including the entire width of the right-of-way the said 305 feet distance.

ALLEY (200' E. of the intersection of Tremont Ave. & 1st St. S.E.) (20')

Beginning at the point of intersection of the southerly right-of-way of Tremont Ave. and Alley and extending southerly approximately 255 feet to the northerly right-of-way of Oak Ave. Including the entire width of the right-of-way the said 255 feet distance.

ALLEY (115' E. of the intersection of 2nd St. S.E. & Tremont Ave.) (11')

Beginning at the point of intersection of the southerly right-of-way of Tremont Ave. and Alley and extending southerly approximately 255 feet to the northerly right-of-way of Oak Ave. Including the entire width of the right-of-way the said 255 feet distance.

ALLEY (144' S. of the intersection of 3rd St. S.E. & Oak Ave.) (20')

Beginning at the point of intersection of the easterly right-of-way of 3rd Street S.E. and Alley and extending easterly approximately 380 feet to its terminus. Including the entire width of the right-of-way the said 380 feet distance.

ALLEY (460' W. of the intersection of South Ave. & 8th St. S.E.) (20')

Beginning at the point of intersection of the northerly right-of-way of South Ave. and Alley and extending northerly & easterly approximately 625 feet to the westerly right-of-way of 8th Ave. S.E. Including the entire width of the right-of-way the said 625 feet distance.

ALLEY (320' W. of the intersection of Oak Ave. S.E. & 8th St. S.E.) (20')

Beginning at the point of intersection of the southerly right-of-way of Oak Ave. S.E. and Alley and extending southerly approximately 145 feet to the northerly right-of-way of an alley. Including the entire width of the right-of-way the said 145 feet distance.

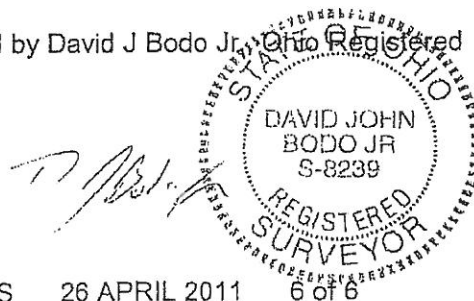
ALLEY (105' W. of the intersection of Oak Ave. S.E. & 8th St. S.E.) (20')

Beginning at the point of intersection of the southerly right-of-way of Oak Ave. S.E. and Alley and extending southerly approximately 175 feet to the northerly right-of-way of an alley. Including the entire width of the right-of-way the said 175 feet distance.

ALLEY (245' W. of the intersection of South Ave. S.E. & 8th St. S.E.) (20')

Beginning at the point of intersection of the northerly right-of-way of South Ave. S.E. and Alley and extending northerly approximately 170 feet to the northerly right-of-way of an alley. Including the entire width of the right-of-way the said 170 feet distance.

And containing 52.51 acres of land, more or less as described by David J Bodo Jr. Ohio Registered Surveyor Number 8239 in April, 2011.

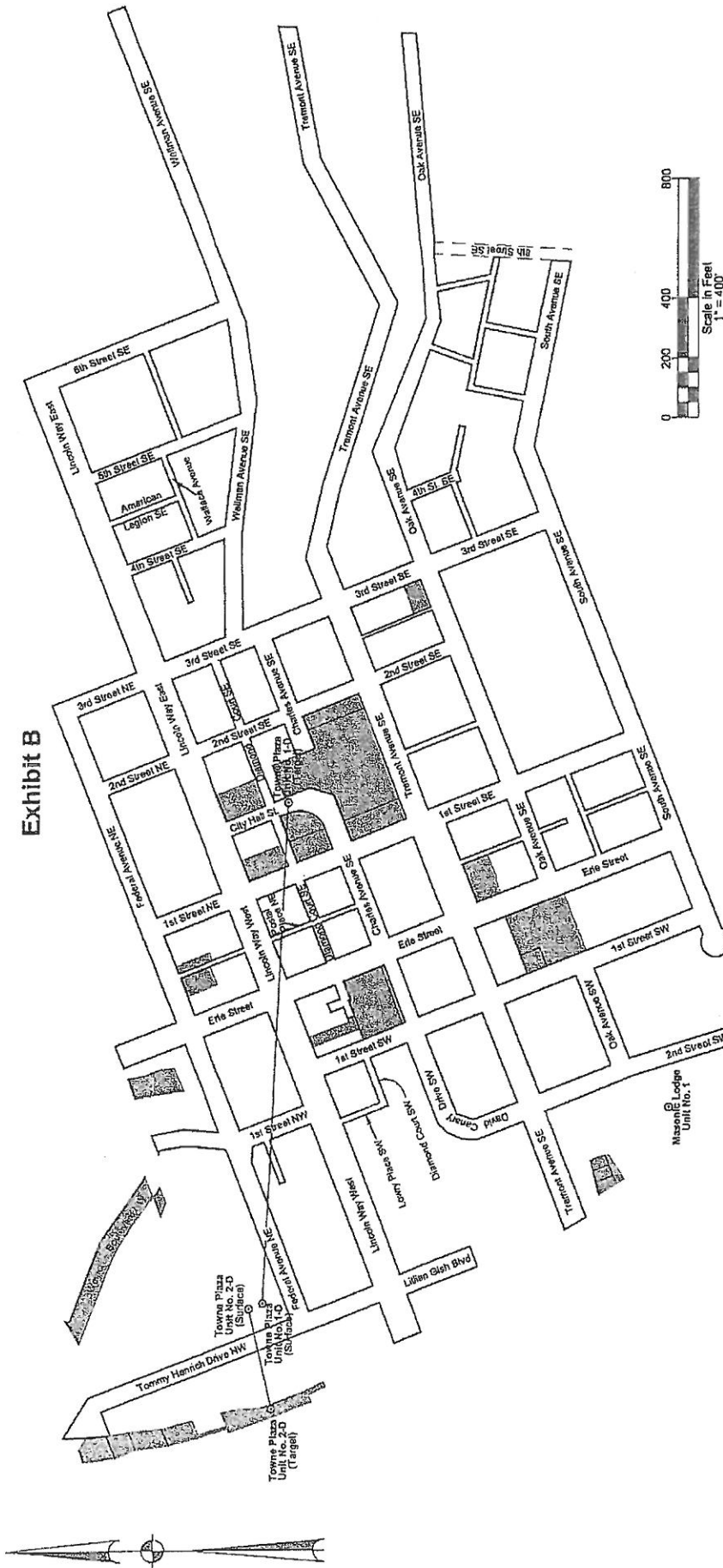


CITY OF MASSILLON ROAD AREA 52.51 ACRES 26 APRIL 2011

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Exhibit B



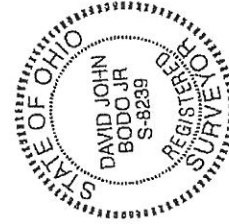
The purpose of this Exhibit is to show the three proposed well locations along with the City of Massillon lease area. The lease area shown is to be included in these units. The well locations shown on this exhibit are for general reference only. No field measurements or field staking has been completed.

City of Massillon Street Acreage - 52.51 Acres

City of Massillon Parcel Acreage - 8.32 Acres

April 26, 2011

Massillon Lease Area	11053
Operator: Ohio Valley Energy Systems Corp., 200 Victoria Road, Building 4, Austintown, Ohio 44515-2093	
David Bodo & Associates, Inc. 5175 Tongo Rd NW, Carrollton, Ohio, 44615 (330) 863-2300	
Registered Surveyor Number 6321 or Registered Surveyor Number 8239	



DATE: JUNE 6, 2011

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO.74 – 2011

passed

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the 1410 16TH Street Project Fund, Muni Motor Vehicle License Tax Fund, 2105 Stormwater Utility Fund, Economic Development Fund, Wastewater Treatment Capital Improvement Fund, Inn at University Village Infrastructure Fund, Shearer's Foods Infrastructure Fund and the Faircrest Properties Infrastructure Fund, for the year ending December 31, 2011, 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 1410 16th Street Project Fund, for the year ending December 31, 2011 the following:

\$470,981.72 to an account entitled "Intersection Improvement Project" 1410.435.2512

Section 2:

There be and hereby is appropriated from the unappropriated balance of the Muni Motor Vehicle License Tax Fund, for the year ending December 31, 2011 the following:

\$30,000.00 to an account entitled "Supplies/Materials" 1206.435.2410

Section 3:

There be and hereby is appropriated from the unappropriated balance of the 2105 Stormwater Utility Fund, for the year ending December 31, 2011 the following:

\$25,000.00 to an account entitled "Storm Sewer Repairs" 2105.425.2510

Section 4:

There be and hereby is appropriated from the unappropriated balance of the Economic Development Fund, for the year ending December 31, 2011 the following:

\$4,335.00 to an account entitled "Services/Contracts" 1237.845.2392

Section 5:

There be and hereby is appropriated from the unappropriated balance of the Wastewater Treatment Capital Improvement Fund, for the year ending December 31, 2011 the following:

\$500.00 to an account entitled "Fees" 1406.610.2393

Section 6:

There be and hereby is appropriated from the unappropriated balance of the Inn at University Village Infrastructure Fund, for the year ending December 31, 2011 the following:

\$200.00 to an account entitled "County Collection Fees" 1429.905.2393

Section 7:

There be and hereby is appropriated from the unappropriated balance of the Shearer's Foods Infrastructure Fund, for the year ending December 31, 2011 the following:

\$200.00 to an account entitled "County Collection Fees" 1422.905.2393

Section 8:

There be and hereby is appropriated from the unappropriated balance of the Faircrest Properties Infrastructure Fund, for the year ending December 31, 2011 the following:

\$25.00 to an account entitled "County Collection Fees" 1428.905.2393

Section 9:

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 _____ 2011

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

APPROVED: _____
FRANCIS H. CICCHINELLI, JR, MAYOR

DATE: JUNE 6, 2011

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO.75 – 2011

1st Reading

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the Economic Development Fund, for the year ending December 31, 2011, 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 Economic Development Fund, for the year ending December 31, 2011 the following:

\$8,000.00 to an account entitled "Services/Contracts" 1237.845.2392

Section 2:

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 _____ 2011

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

APPROVED: _____
FRANCIS H. CICCHINELLI, JR, MAYOR

DATE: JUNE 6, 2011

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 76 - 2011

passed

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids and enter into contract, upon award and approval of the Board of Control, with the lowest and best bidder for the purchase of fuel for city vehicles at an off-site location, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to advertise for and receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the purchase of fuel for city vehicles at an off-site location.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized to advertise for and receive sealed bids and enter into contract, upon award and approval of the Board of Control, with the lowest and best bidder for the purchase of fuel for city vehicles at an off-site location.

Section 3:

This Ordinance is 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 with the continuing high cost of fuel for city vehicles to go out for bids for the purchase of fuel for the efficient operation of the various departments. 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.

DATE: JUNE 6, 2011

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

RESOLUTION NO. 6 - 2011

1st Reading

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: A RESOLUTION endorsing the proposed annexation of approximately 5.972 acres of land in Perry Township, owned by the City of Massillon, Ohio, together with 29.013 acres of land owned by the State of Ohio located in Perry Township and urging the Board of Stark County Commissioners to approve the annexation.

WHEREAS, the City of Massillon, Ohio, owns approximately 5.972 acres in Perry Township and Council of the City of Massillon, Ohio, desires that said municipally owned property be located within the city limits, together with 29.013 acres owned by the State of Ohio located in Perry Township.

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

Section 1:

Massillon City Council hereby endorses and urges the Board of Stark County Commissioners to approve the proposed annexation of approximately 5.972 acres of City owned land in Perry Township, together with 29.013 acres of land owned by the State of Ohio located in Perry Township.

Section 2:

The Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, are authorized to sign a petition requesting annexation of said city owned land to the City.

Section 3:

This Resolution shall be immediately effective.