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**ARTICLE  
1 PURPOSE**

This Agreement, entered into between the City of Canton (hereinafter referred to as the "City" and/or Employer) and Local 3449 and Ohio Council 8, both of the American Federation of State, County and Municipal Employees Union, AFL-CIO, hereinafter referred to as the Union.

Whereas, this Agreement has as its purpose to provide a peaceful adjustment of differences between the parties, to promote the interest of the employees and to set forth herewith terms and conditions of employment, rates of pay, hours of work for employees covered by this Agreement.

Now, therefore, in consideration of these mutual covenants herein contained, the parties agree to as follows:

**ARTICLE 2  
RECOGNITION**

**Section 1.**

The City hereby recognizes the Union as the sole and exclusive representative and bargaining agent pertaining to any and all matters regarding wages, hours, benefits, terms and all other conditions of employment, in the following appropriate unit.

**Included:**

All full-time and regular part-time clerical and technical employees employed by the City of Canton, including:

Activities Specialist	Civil Engineering Tech I
Administrative Assistant II (Legal)	Civil Engineering Tech II
Administrative Clerk	Civil Engineering Tech III
Administrative Services Clerk	Civil Engineering Tech IV
Administrator Data Base Systems & Operations	Civil Engineering Tech V
Analyst	Clerk (PT) (Admin)
Analyst Programmer	Clerk (PT) (Income Tax)
Applications Development Administrator	Clerk (PT) (Treas)
Assistant Cashier	Code Enforcement Officer I
Assistant Computer Technician	Computer Operator
Assistant Electrical Inspector	Computer Network Engineer
Assistant Heating, Ventilating and Air Conditioning Inspector	Computer Technician Serviceman
Assistant Office Manager	Construction Coordinator-CED
Assistant Plumbing Inspector	Contract Coordinator
Assistant Supervisor of Word Processing	Criminalistics Assistant
Audit Clerk	Customer Service Clerk
Bookkeeper	Data Librarian/Data Entry
Building Inspector	Deputy Auditor I
Building Inspector Technician	Deputy Auditor II
Cashier/Word Processor	Deputy Treasurer I
	Deputy Treasurer II



Electrical Inspector  
 Fair Housing & EO Technician  
 Float Computer Operator  
 Heating, Ventilating & Air Conditioning Inspector  
 Housing Program Manager  
 Impound Lot Attendant  
 Information Clerk  
 Intern I  
 Legal Secretary II  
 License Records Technician  
 Litter Control Coordinator  
 Loan/Grant Processor  
 Network Technician  
 Personnel Analyst  
 Planning & Development Analyst  
 Planning & Management Analyst  
 Planning Technician  
 Plumbing Inspector  
 Prevailing Wage Coordinator

Programmer I  
 Program/Project Coordinator  
 Program/Project Technician  
 Program Supervisor  
 Project Manager  
 Purchasing Officer I  
 Purchasing Officer II  
 Senior Bookkeeper  
 Senior Code Enforcement Officer  
 Senior Data Base Administrator  
 Senior Intern  
 Senior and/or Lead Computer Operator  
 Tax Auditor/Collector I  
 Tax Auditor/Collector II  
 Tax Examiner/Collector  
 Utility Account Clerk  
 Utility Billing Specialist  
 Zoning Inspector

and all employees classified as casual/irregular part-time/seasonal who have worked in excess of nine hundred (900) hours per calendar year:

Casual	Must be utilized for a specific task
Irregular part-time	Will not work more than 38 hours bi-weekly Cannot be utilized in a series to fulfill the same duties in a calendar year
Seasonal	Must be utilized for a specific season (i.e., Summer, Holiday Season, Hall of Fame, etc.)

The City shall provide notification to the Union on these occasions.

**Excluded:**

All professional employees, confidential employees, management-level employees, members of the Police and Fire Departments, guards and supervisors as defined in the Act; all casual and seasonal employees as defined -by the State Employment Relations Board; and all employees represented by an employee organization, members of boards and commissions; all employees of the Canton Health District, all employees of the Canton Municipal Court; all elected officials; all Civil Division Attorneys and all Prosecutors.

Administrative Assistant III  
 Administrative Assistant IV  
 Administrative Assistant V  
 Assignment Commissioner  
 Assistant Civil Engineer  
 Assistant Director (C.D. & Planning Management)  
 Assistant Director (Youth Development)  
 Assistant Law Directors

Assistant Prosecutors  
 Assistant Prosecutor/Domestic Violence  
 Assistant Superintendent - Water Division  
 Assistant Superintendent - Water Reclamation Facility  
 Assistant Supervisor Distribution  
 Assistant Supervisor Filt. at Sugar Creek  
 Assistant to Mayor

Audit Supervisor	Financial Records Administrator
Auditor	Fire Chief
Bailiff Clerk	General Foreman
Battalion Chief	General Foreman (Park)
Budget/Labor Relations Analyst	Health Benefits Administrator
Building Official Class I	Industrial Waste Supervisor
Central Alarm Dispatch Supervisor	Information Systems Manager
Chief Building Official	Job Coaches
Chief Counsel	Labor Relations Secretary (LAW) (one position)
Chief Deputy Auditor	Legal Assistant III
Chief Deputy Treasurer	Legal Interns
Chief Chemist	Legal Office Manager
Chief Operator - Class License	Legislative Coordinator/Nuisance Inspector
Chief of Police	Maintenance Chief
City Civil Engineer	Major A/B
City Law Director	Management Assistant (confidential/four employees)
City Treasurer	Mayor
Civic Center Manager	Operations Supervisor - Civic Center
Civil Engineer II	Operation Analyst
Civil Service Administrator	Park Police Officer
Clerk of Council	Personnel Services Manager
Clerk of Courts	Public Works Superintendent
Code Enforcement Supervisor	Purchasing Supervisor
Commercial & Residential Inspector	Probation Officer I
Community Referral & Research Specialist	Probation Officer II
Compensation/Classification Analyst	Route Supervisor
Court Administrative Assistant	Safety Investigator
Court Reporter	School Guards
Court Referee	Secretary to Civil Service Commission (Attorney)
Court and Trial Coordinator	Senior Systems Analyst
Crime Lab Director	Sergeant (Park)
Criminalist	Staff Assistant (Safety) (two employees/confidential)
Crime Lab Intern (Seasonal)	Street and Sewer Inspectors
Deputy Auditor III	Superintendent - Class IV License (Water)
Deputy Clerk of Courts	Superintendent - Class IV License (WRF)
Deputy Internal Auditor	Superintendent - Sanitation
Director (Community Development & Planning Management)	Supervisor Billing & Collections
Director (Income Tax)	Supervisor Building Maintenance
Director of Management & Budget	Supervisor Distribution
Director/Secretary (Parks)	Supervisor Filtration and Lab
Director (Service)	Supervisor Pump and Supply Maintenance
Director (Safety)	Supervisor, Word Processing
Director Personnel	Traffic Engineer
Division Chief	Youth Coordinator and/or Director
E.O. Compliance Officer	

**Section 2.**

Any newly created non-supervisory job classification(s) with exception of those classifications which would be appropriate to those categories excluded from this agreement, shall become part of the bargaining unit and shall be covered by the terms of this agreement. The City shall notify the Union within ten (10) days of the establishment of any such classification and the parties shall

meet for the purpose of negotiating a wage rate. If the parties cannot agree on a wage rate, the matter will be submitted to Arbitration pursuant to the Grievance Procedure. The City shall establish a job description for the classification. The job duties shall not infringe on the job duties of other classifications.

**Section 3.**

Supervisors, personnel excluded from the appropriate bargaining unit as defined under the provisions of this Article, Welfare and/or Work Fare, or similar persons performing bargaining unit work, if any, shall not cause displacement, reduction in pay or position, layoff, transfer, reassignment of bargaining unit covered employees and shall not be utilized in such manner to avoid obligations to bargaining unit covered employees as set forth under terms and provisions of this Agreement.

**ARTICLE 3  
DRESS CODE**

**Section 1.**

The City of Canton has an interest in projecting a desirable public image through the appearance of its employees. Accordingly, the City and the Union agree that reasonable standards of dress shall be maintained in the workplace as follows:

- A. A mode of dress shall be considered inappropriate if it displays obscene, violent or vulgar words or symbols, is overly revealing or is deemed unprofessional for the particular job assignment.
- B. The Appointing Authority or Department Head shall advise any employee found to be in violation of the above standard by citing the offensive attire in question and the rationale for its inappropriateness.
- C. On the occasion of a violation of this section, the employee may be sent home to change to an appropriate attire, not to exceed 90 minutes, without loss of pay. Upon any subsequent occasion of a violation of this section the employee may be sent home to change to an appropriate attire, not to exceed 90 minutes, and it shall be without pay.
- D. Prior to being sent home, the employee in questionable attire shall be entitled to Union representation.
- E. Three (3) or more violations of workplace dress code standards may subject that employee to discipline, in addition to loss of pay pursuant to Section C of this provision, pursuant to the contract.

**Section 2.**

During the term of this contract, the Union and the City shall discuss alternatives to uniforms in those departments that currently do not have to wear them. If uniforms do become a requirement for these departments, the City shall provide these uniforms at no cost to the employee.

**ARTICLE 4  
NON-DISCRIMINATION**

**Section 1.**

The City agrees not to discriminate against any employee, or applicant for employment, because of age, race, sex, color, creed, national origin, marital status, political affiliation, political activity, disability, handicap, gender identity, sexual orientation, or ancestry.

**Section 2.**

The City recognizes the right of all employees to be free to become a Union member and to participate in Union activities or to refrain from doing so. Therefore, the City agrees there shall be no discrimination, interference, restraint, coercion, or reprisal by the City against any employee because of Union membership or because of Union activity, except that Union activity will be conducted during working hours as provided by the Collective Bargaining Agreement.

**Section 3.**

The City recognizes the equal right of an employee not to join the Union and not to participate in Union activities. Therefore, the City agrees there shall be no discrimination, interference, restraint, coercion, or reprisal by the City against any employee because the employee does not join the Union or participate in Union activities.

**Section 4.**

Wherever the male pronoun or adjective is used herein, the female is also intended unless otherwise indicated.

**ARTICLE 5  
MANAGEMENT RIGHTS**

**Section 1.**

The City retains all rights reserved in the management and direction of the governmental unit, except as effect wages, hours and terms and other conditions of employment, in accordance with Section 4117.08 of the Ohio Revised Code and the exercise of such rights shall not conflict with the terms and provisions of this agreement.

**ARTICLE 6  
WORK ENVIRONMENT**

Harassment by a Supervisor or co-worker which unreasonably interferes with an individual's work performance or creates a hostile or offensive working environment should be reported to the Department Head, Appointing Authority or Equal Opportunity Compliance Office.

The City shall investigate the complaint within ten (10) days and not more than sixty (60) days and take appropriate remedial action including, but not limited to, counseling, progressive

discipline, single or joint referrals to the Employee Assistance Program, or any other form of alternated dispute resolution agreed to by the parties.

Any decision rendered pursuant to this Article shall not be subject to the Grievance Procedure, unless a suspension or termination is recommended to be imposed, in which case it may be submitted at Step 3 of the Grievance Procedure.

## **ARTICLE 7 NO STRIKE/NO LOCKOUT**

### **Section 1.**

The Union agrees it will not call or sanction any strike or concerted work stoppage of work for the duration of this Agreement. Employees shall not engage in any strike or concerted stoppage of work during the term of this Agreement.

### **Section 2.**

In the event a violation of Section 1 occurs, the Union will inform employees that the violation of Section 1 is not sanctioned and direct the employees to return to work.

### **Section 3.**

Violation of Section 1 by an employee is proper cause for discharge or disciplinary action of the employees involved. Such disciplinary action against any employees is subject to the grievance and arbitration procedure.

### **Section 4.**

The City will not lockout any employee, or employees for the duration of this Agreement. Violation of this Article by the City shall entitle the employee or employees to wages lost due to any lockout.

## **ARTICLE 8 CHECKOFF**

### **Section 1.**

The City agrees to deduct Union dues, initiation fees and assessments from the pay of employees within the unit upon receipt of a voluntarily written authorization executed on an Authorization for Check Off of Dues Form provided by the Union.

### **Section 2.**

Deductions will be made from the pay of employees each bi-weekly pay. Should deductions not be made in such pay period, a double deduction shall be made in the next bi-weekly pay period. Dues in arrears shall continue until the employee is current.

**Section 3.**

The City's obligation to make such deductions shall terminate automatically upon termination of the employment of the employee who signed the authorization or upon his transfer to a job with the City not covered by this Agreement, or upon his lay-off from work or upon his absence due to an approved leave. Such deduction shall be resumed if an employee who is on lay-off status is recalled, or an employee who is on an approved leave of absence returns to work, or an employee transferred to a job not covered by this Agreement is later transferred to a job covered by this Agreement or a job to which an employee has been transferred becomes covered by this Agreement.

**Section 4.**

Deductions provided in this Article shall be transmitted to the comptroller of Ohio Council 8 no later than the tenth (10th) day following the pay dues are deducted. The City will furnish together with the check for Union dues, an alphabetical listing of employees showing the amount of dues deducted and social security number for each employee. A copy shall also be submitted to the Ohio Council 8 Akron Regional Office and the Local Union at the same time it is submitted to the comptroller of Ohio Council 8.

**Section 5.**

The Union hereby agrees to indemnify the City and hold it harmless from any and all claims, suits and judgments, and other forms of liability which arise out of the payroll deduction of Union dues and assumes full responsibility for the disposition of the dues so deducted once they have been turned over to the Union.

**Section 6.**

Employees who are and/or become members of the Union shall remain members as permitted by law unless promoted or transferred to a position outside of the bargaining unit, or unless they withdraw pursuant to applicable Union rules and regulations.

**ARTICLE 9  
FAIR SHARE FEE DEDUCTION**

**Section 1.**

All employees in the bargaining unit who sixty one (61) days from the date of hire are not members in good standing of the Union shall pay a fair share fee to the Union as a condition of employment. All employees hired prior to or after the effective date of this Agreement, who do not become members in good standing of the Union shall pay a fair share fee to the Union effective sixty one (61) days from the employee's date of hire as a condition of employment. The fair share fee amount shall be certified to the City by the Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

A separate alphabetical listing of all names of employees who are being deducted a fair share fee shall be furnished to the Union and Ohio Council 8 as provided under Article 8, Section 4. Payment to the Union of fair share fees shall be made in accordance with regular dues deductions as provided under Article 8. The City shall notify each new employee at the time of hire to their

right to join or not to join the Union, and their obligation as a condition of employment to payment of a Fair Share Fee.

**Section 2.**

In the event an employee is not a Union member and does not pay a "fair share fee" as required under this Article, the City shall terminate the employee upon receipt of a notice of the employee's failure to submit to the fair share fee. Such termination shall take place no later than ten (10) days following receipt by the City of such notification from the Union.

**Section 3.**

The Union agrees to indemnify the City and hold it harmless from any and all claims, suits and judgments and other forms of liability which arise out of payroll deduction for fair share fees and assumes full responsibility for the disposition of the fees deducted once they have been turned over to the Union. The Union agrees to indemnify the City and hold it harmless from any and all claims, suits and judgments and other forms of liability which arise as the result of any termination under Section 2 of this Article.

**ARTICLE 10  
UNION RIGHTS**

**Section 1.**

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if any employee refuses to enter upon any property involved in a lawful primary labor dispute, refuses to go through or work behind any lawful primary picket line, or refuses to do work normally done by primary striking members of another Union.

**Section 2.**

Any alleged violation of Union Rights is subject to immediate review at Step 3 of the Grievance Procedure.

**ARTICLE 11  
UNION ACTIVITY**

**Section 1.**

Accredited Representatives of Ohio Council 8 and the International Union shall have access to City facilities for the purpose of investigating grievances and meeting with Representatives of the City concerning wages, hours and other terms and conditions covered by the Collective Bargaining Agreement. Prior notification will be made to the Department of Human Resources when such Union Representatives are utilizing this provision of the Agreement.

**ARTICLE 12  
UNION BULLETIN BOARDS**

The Union shall have access to the various bulletin boards throughout the City for the purpose of posting Union literature such as:

1. Notice of Union meetings.

2. Union programs.
3. Bulletins from International Union.
4. Bulletins from Ohio Council 8.
5. Social Functions.
6. Union Elections and results.
7. Grievance settlements.
8. Etc.

Such bulletins shall not contain political information pertaining to candidates or issues.

**ARTICLE 13**  
**STEWARDS/UNION REPRESENTATION AND ACTIVITIES**

**Section 1.**

Employees selected by the Union to act as union representatives for the purpose of investigating and processing grievances under the Grievance and Arbitration Procedure of this Agreement, shall be known as stewards and each steward shall be permitted an alternate steward who shall be recognized and be permitted to act as steward only when the regular steward is absent from work. The Chief Steward/Chairman of Grievance Committee may act in lieu of a steward at all levels of the grievance procedure.

The City shall recognize stewards as designated by the Union in the following areas:

City Hall and Fire	-	3 Stewards
Building Code and Income Tax	-	1 Stewards
Water/MIS	-	2 Stewards
DMV, Sanitation, Street, WRF, Engineering - and all other areas not specifically mentioned	-	2 Stewards

On the afternoon shift, the Union shall be permitted one (1) steward who shall be assigned by the Union to function as steward for particular areas. If it becomes necessary to increase the number of stewards due to the enlargement of a department or division, or movement to a new facility, the Employer and the Union shall meet to provide for such change. The Union agrees to meet with the City to discuss and look at alternatives if the level of Union representatives in a single department causes a disruption in City operations when conducting Union business.

**Section 2.**

There shall be a grievance committee recognized by the City comprised of the Union President, Vice President and three (3) union stewards. The union stewards shall function in designated areas and shall not be recognized to function in any other area. The grievance committee will process and investigate advanced grievances.



**Section 3.**

Stewards and members of the grievance committee shall be permitted to process grievances during working hours without loss of pay. Before leaving the work area to process grievances and to investigate grievances, stewards and members of the grievance committee shall notify the supervisor and request permission to leave the work area. Permission shall not be unreasonably denied, or denied because of arbitrary or discriminatory reasons. In event the release time cannot be granted at time of request, the steward or member of the grievance committee shall be permitted to leave no later than two (2) hours after the request. The supervisor shall be notified by the steward and/or grievance committee member upon return to work. When entering a work area other than their own, the steward and/or grievance committee member shall notify the supervisor of being in the area and the purpose of the business.

**Section 4.**

Union representatives conducting union business during their work hours, including processing and investigating grievances, shall complete the union representative's form attached to Exhibit 2 upon their return to work. Such form shall indicate the basic purpose of union activity, the locations of such activity and approximate length of time for such activity.

**Section 5.**

The Union president shall be permitted to utilize unlimited time during normal working hours without loss of pay for the purpose of conducting Union business. Union business is defined as matters such as contract administration, grievance investigation and processing between the City of Canton and Local 3449 under the Collective Bargaining Agreement. The Union president shall be required to fill out a form indicating the specific type of Union activity that he will be conducting (e.g. grievance investigation, grievance preparation, disciplinary investigation, disciplinary interview, meeting with officials of Council 8, etc., with the names of the grievants or parties involved), the approximate amount of time involved in the Union activity and expected time of return to work, and the location where the Union activity will be conducted and where the Union president can be located.

In the event that work demands and demands of the job require the immediate attention of the Union President, the City will release him within a reasonable period of time or two (2) hours, whichever is less.

**Section 6.**

The Union shall notify the City in writing of the names of the Union officers, stewards, alternate stewards and grievance committee members.

**Section 7.**

The Union President or his/her designee and one (1) additional officer shall be permitted time off each year to attend two (2) Union conventions or conferences without loss of pay. Up to two (2) additional employees shall be released to attend such conventions or conferences without pay.

Stewards and grievance committee members shall not lose pay while processing grievances through the grievance procedure, disciplinary matters through the disciplinary process and grievance meetings including arbitration.

However, for the purpose of investigating grievances, the City agrees that stewards and grievance committee members shall not lose pay for time off up to a combined total of 1,040 paid hours each year for such purpose.

**Section 8.**

If the City considers that union stewards and officers are being unreasonable concerning use of time for the conduct of union business or for processing and investigating grievances, representatives of Ohio Council 8 and representatives of the City shall meet upon request for the purpose of resolving any unreasonable use of union time provided to the union representatives under this agreement.

**ARTICLE 14  
DISCIPLINE**

**Section 1.**

Employees may be disciplined, suspended or discharged only for just and proper cause. During the probationary period a new hire employee may be disciplined and such discipline shall not be subject to the grievance procedure.

**Section 2.**

Any discipline against an employee must be initiated within ten (10) work days after the City has knowledge of the event necessitating the discipline. Initiated shall be interpreted as commencement of an investigation, including filing an accident report with the Accident Review Board or the commencement of criminal investigation by the appropriate Appointing Authority(s) (even if said investigation does not result in criminal charges).

**Section 3.**

An employee shall have the right of union representation at any step of the disciplinary process or counseling session for the purpose of resolving any dispute.

**Section 4.**

All notices dealing with discipline shall state the type and amount of discipline imposed and all the reasons for the disciplinary actions taken. The employee and union shall receive a copy of any written disciplinary action at the time of the discipline. In the event potential criminal conduct is being investigated, no notice shall be required until an investigation is completed by the appropriate Appointing Authority(s).

**Section 5.**

In imposing disciplinary actions, except for gross misconduct, the City agrees to follow a progressive disciplinary procedure.

**Section 6.**

Any suspension shall be for a specific number of consecutive days which the employee would regularly be scheduled to work. Holidays occurring during a period of suspension shall not be counted as work days for purpose of the suspension.

## **Section 7.**

- A. It is important that employee complaints regarding discipline be handled promptly. Therefore, such complaints may be processed through the Grievance Procedure. Complaints involving disciplinary actions (i.e., reprimands verbal, written, etc.) less than suspension will be heard commencing at Step 1 of the Grievance Procedure. More severe disciplinary actions of suspensions and terminations will be heard commencing at Step 3 of the Grievance Procedure.
- B. When termination of employee is recommended by a Department Head, the following procedure shall be followed:
1. The employee will be placed on Administrative Leave (Suspension with Pay) immediately.
  2. The Department Head will issue a letter citing the facts which support the recommendation for termination, pursuant to Article 14, Section 4 of the Collective Bargaining Agreement.
  3. A Step 3 Grievance Hearing will be scheduled within five (5) working days of the Department Head's written recommendation for termination.
  4. Hearing notices will be sent to the Grievant, the Chairperson of the Grievance Committee, the Union President and Ohio Council 8. The Grievant's notice will be mailed to his/her residence.
  5. The employee shall be entitled to union representation and will be afforded an opportunity to address the employer's allegations.
  6. Within ten (10) working days of the hearing a written decision will be rendered.
  7. The Union may appeal the decision with a request for Arbitration pursuant to Article 15, Section 2, Step 4.

## **Section 8.**

Unless an emergency exists, any employee who is to be disciplined shall not be required to leave the premises until the employee has an interview with the employee's union steward, if the steward is readily available.

## **Section 9.**

Any disciplinary actions on an employee's record of more than twelve (12) months shall not be considered in the disciplinary process except in case of discipline for matters of gross misconduct. Last Chance Agreements may be considered in perpetuity. The duration of the Last Chance Agreements will be determined on a case-by-case basis and included in said agreements.

## **Section 10. Disciplinary Procedure**

- A. This Disciplinary Procedure shall be utilized for employees facing the possibility of suspension or discharge penalties. Whenever a Department Head recommends either a

suspension or a termination, the appropriate Appointing Authority or his designee shall schedule a hearing. The hearing will be scheduled within twenty (20) working days after the City has knowledge of the event necessitating the hearing.

- B. An employee subjected to the disciplinary procedure shall receive notice of the hearing including the time and place of the hearing and the reason that disciplinary action was recommended by his Department Head. The Union shall also receive a copy of the notice. If there is insufficient time for the Union and employee to prepare a defense, a continuance may be agreed upon by the parties.
- C. At a disciplinary hearing, the Department Head and/or representative will first explain the nature of the allegations against the affected employee. Then, the Department Head and/or his representative may indicate his recommendation as to the length of the suspension or whether discharge will be imposed.

Then, the affected employee and/or his Union Representative will respond. Each side may call witnesses and ask questions of the other party's witnesses. The appropriate Appointing Authority, or his designee may then have the opportunity to ask whatever questions he deems appropriate. Then each side may sum up their case. Within ten (10) working days of the Disciplinary Hearing, a written decision will be rendered and distributed to the employee and the Union. A representative of Ohio Council 8 may attend any disciplinary hearing.

- D. In the event that the answer of the appropriate Appointing Authority or his designee is not satisfactory to the Union, the Union may proceed to arbitration in accordance with the Arbitration Procedure set forth under this Agreement.

## **ARTICLE 15 GRIEVANCE PROCEDURE**

### **Section 1.**

A grievance is a dispute between the City and the Union or between the City and an employee or a group of employees in a classification or classifications included in the bargaining unit. The subject matter of a grievance may involve interpretation, application, or violation of any term or provision of this agreement including objection to disciplinary action. A grievance may be initiated by either the union on behalf of an aggrieved employee or employees or by an aggrieved employee or employees and must be signed by either a union representative or such aggrieved employees at every stage.

Written grievances must contain the date, time and nature of the occurrence giving rise to the grievance and the specific contract provisions allegedly violated.

### **Section 2.**

The following steps shall constitute the procedures to be utilized for the handling of all grievances and disciplinary matters. A grievant shall be accompanied by a union representative at every step in the process.

**Step 1.**

The grievant shall attempt to resolve any grievance with his immediate supervisor in the work place on an informal, oral basis, within five (5) days of the event or occurrence constituting the grievance or after the employee reasonably should have known of the occurrence or event leading to the grievance. The grievant may be accompanied by the steward at this step.

**Step 2.**

If the grievance is not satisfactorily settled at Step 1, the Union may, within five (5) working days after meeting with his immediate supervisor reduce the grievance to writing and have the grievance filed by the Steward with the employee's department-head on a grievance form setting forth the details of the grievance, the Articles or Sections of the agreement alleged to have been violated and the remedy requested. The grievance shall be dated and signed by the employee and his steward. Within five (5) working days of receiving a written grievance a department head may convene a meeting to gather facts before deciding the outcome of the grievance. Within eight (8) working days after the grievance has been filed, the department head shall provide a written answer to the steward and the employee.

**Step 3.**

If the grievance is not satisfactorily settled at Step 2, the Union may, within five (5) working days after receipt of the Step 2 answer, appeal in writing to the Human Resources Director or his designee. The Human Resources Director or his designee shall, within five (5) working days of the receipt of the appeal, schedule a meeting with the union president or designee, to discuss the grievance. Ohio Council 8 representatives may attend any meeting. Should either party deem it necessary to call witnesses the other party will be notified in advance. The Personnel Director or his designee shall give his answer to the Union, in writing, within ten (10) working days after such meeting, with copies distributed to those who participated in the meeting, the grievant will receive his copy by regular U.S. Mail for any decisions other than suspension or termination. Decisions imposing suspension or termination shall be sent to the grievant by certified mail. Refusal to sign for a copy of the decision by the grievant shall be deemed acceptance.

- A. A policy grievance is defined as a grievance that affects all or a substantial group of employees in a particular department or in the bargaining unit arising from the same event or set of facts. A policy grievance affecting only members of a particular department shall be initiated at the Step 2 level. A policy grievance generally affecting the bargaining unit as a whole, shall be initiated at the Step 3 level.
- B. Grievances involving the discharge of an employee, or any running-back-pay (continuing course) liability case, or any case in which the settlement involves a monetary award exceeding \$200 shall be brought initially to Step 3 of the Grievance Procedure. Cases involving lessor sums of money may be brought initially at Step 3 of the Grievance Procedure.

### **C. Grievance Mediation**

Prior to proceeding to Step 4 Arbitration, the Union and City may mutually agree to submit the dispute to grievance mediation pursuant to the terms and conditions enumerated in the "Grievance Mediation Agreement" entered into between the parties.

#### **Step 4.**

If the grievance is not satisfactorily settled at Step 3, it may be submitted by the Union to arbitration within thirty (30) working days upon receipt of the Step 3 response. Such request shall be in writing, and filed with the Office of Human Resources.

#### **Section 3.**

Within such time limits in Step 4 above, the Union may request a list of nine (9) arbitrators from the geographical location of the State of Ohio. The arbitrator shall be selected from this panel by the strike method. The Union shall strike the first (1st) name and the City shall strike the second (2nd) name. This shall be done alternately until only one (1) name remains. This arbitrator shall then be the arbitrator selected to arbitrate the disputed grievance. In the event the parties mutually agree a second list of arbitrators can be requested from the Federal Mediation and Conciliation Service. The same geographical area of Ohio and strike method shall be utilized in event the parties request a second list. The fees and expenses of the arbitrator shall be born equally by the parties. The arbitrators shall have jurisdiction only over disputes involving an interpretation, application or violation of a contract provision of this collective bargaining agreement.

The arbitrator shall not have the power to add to, subtract from or modify any term or condition of this Agreement. All decisions of arbitrators consistent with their jurisdiction, power and authority as set forth herein, and pre-arbitration grievance settlements reached by the City and the Union shall be final, conclusive and binding on the City, the Union and the employees. The arbitrator shall render a written decision to the parties within thirty (30) working days of the close of the hearing.

#### **Section 4.**

Any disposition of a grievance between the City and the Union shall be final, conclusive and binding on the City, the Union and the employee. The Union shall have the right to withdraw or settle any grievance from the grievance procedure, without prejudice, to positions taken in other grievances.

#### **Section 5.**

All expenses involved in the arbitration proceeding shall be equally shared by both parties. However, expenses related to the calling of witnesses or the obtaining of depositions shall be borne by the party at whose request such witnesses or depositions are required.

#### **Section 6.**

Stewards, members of the grievance committee and employee witnesses shall not lose pay for attendance at meetings in accordance with the grievance procedure, disciplinary meetings and arbitration proceedings. The Union shall not be arbitrary as to the numbers and types of witnesses called during the grievance and arbitration hearings.

**Section 7.**

The time limits provided for in this Article may be extended by mutual agreement of the City and the Union. "Working Days" as used in this Article, shall not include Saturdays, Sundays or holidays. Any grievance not presented within the time limits of any step shall not thereafter be considered a grievance under this agreement. If the City fails to provide a timely response the Union may appeal the grievance to the next step of the grievance procedure. If there is found to be a problem with any City Official consistently failing to meet and/or respond to grievances in a timely fashion the parties agree to meet at Step 3 to resolve the problem. Any settlement of a grievance will be reduced to writing and signed by the appropriate representative of the City and the Union and the grievants will be binding on all parties. Extensions of the time limits at any step will be agreed to in writing by both parties.

**ARTICLE 16  
REVISIONS OF NON-BARGAINING UNIT EMPLOYEES  
INTO BARGAINING UNIT COVERED CLASSIFICATIONS**

**Section 1.**

Bargaining unit employees who leave the Bargaining Unit and then want to return shall be considered as new employees. Non-bargaining unit employees who become bargaining unit employees shall also be considered a new employee.

**Section 2.**

Employees wishing to return to bargaining unit shall return by means outlined for new employees.

**Section 3.**

Employees outlined in Section 1 shall retain total City seniority only for the purpose of retirement, sick and vacation accrued payments.

**Section 4.**

For the purpose of longevity and continued disability, bidding rights and all other seniority preferences of this Agreement, such employees shall not be entitled to any seniority preferences or provisions of seniority under any section of this Agreement; and shall be placed at the bottom of any seniority list for his or her bargaining unit classification and/or department.

**ARTICLE 17  
PROBATIONARY PERIOD**

**Section 1.**

New hired employees shall be considered on probation for a period of ninety (90) calendar days.

**Section 2.**

The City will furnish the Union a list of new hires each month, showing name, address, date of hire, starting rate, department and classification. The City shall also furnish this same information to the Union, each month for employees who have completed this probationary period, been terminated, promoted or transferred.

**Section 3.**

Time limits indicated above may be extended by mutual agreement on a case by case basis. Any extensions agreed to must be in writing and signed by all parties to the Contract.

**ARTICLE 18  
SENIORITY**

**Section 1. Definition**

Seniority is an employee's uninterrupted length of continuous service with the City compiled by time actually on the City payroll, including any approved leave of absence. Newly hired probationary employees who have completed their probationary period shall be entered on the seniority list with seniority retroactive to the date of hire.

**Section 2. Seniority Posting**

The City shall post a copy of the seniority list by department showing the seniority of each employee listed by job classification. The seniority list shall be revised or updated every ninety (90) days with copies being furnished to the Union at such time.

**Section 3. Loss of Seniority**

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

- A. Retirement (this is not to be construed to mean that the retiring employee loses benefits to which he is entitled at the time of his retirement).
- B. Voluntary resignation.
- C. Discharge for just cause.
- D. Failure to report off for three consecutive work days unless the employee can verify that conditions made it impossible for him to report off during this period and/or a reasonable excuse for failure to call off is given.
- E. Layoff for a continuous period of more than thirty-six (36) consecutive months.
- F. Failure to report to work within three (3) work days following the expiration of an approved leave of absence unless the employee can verify that conditions made it impossible for him to report during this period and/or a reasonable excuse for failure is given.
- G. And as otherwise provided for under Article 16.

**Section 4.**

Departmental seniority is defined as an employee's latest date of hire into the employee's department.



**Section 5.**

Classification seniority is defined as an employee's latest date of hire in the employee's classification.

**Section 6.**

The Water Department Utility Billing division and Meter Reader division shall be treated separately for the purpose of departmental seniority under this agreement.

**ARTICLE 19  
LAYOFF AND RECALL**

**Section 1. Layoff Notice**

The reasons for layoffs shall be lack of work or lack of funds. Should layoff become necessary, the Union and the City shall meet to discuss alternatives to layoff, if requested by the Union. Whenever it becomes necessary to reduce the work force, the City shall layoff in the following manner:

- A. Any temporary, casual, or seasonal employees, within the department and classification, shall be the first to be laid off. Employees in these categories have no bumping rights.
- B. Any probationary employees within the department and classification shall be next to be laid off. Employees in this category have no bumping rights.
- C. Any part-time employees within the department and classification shall be next to be laid off starting with the employee with the least seniority. Part-time employees may utilize bumping rights as provided under Section E only against other part-time employees.
- D. Next to be laid off will be full-time employees starting with the employee with the least seniority within the classification and department affected.
- E. **Bumping Rights.** To avoid layoff, an employee may elect to bump an employee with less seniority in the next lower classification or bump a less senior employee in the same pay range according to an employee's classification grouping, or bump a less senior employee in the next higher classification, providing the employee has the skill and ability to perform the work in the same pay range classification, or higher classification, which the employee elects to bump. As a last resort, an employee may also bump into a Temporary or Seasonal position and maintain seniority, if any such position exists. Such position will be held at the appropriate rate of pay and with the appropriate benefits that inure to the position.
- F. After notice has been received from employees, the City and the Union will meet with employees selecting to bump, to establish their options, if any. The employees will either accept a bumping option or accept the lay-off at that time. In the event of lay-off, such lay-off shall not occur until after all bump and lay-off options have been exercised and completed. However, the effective date of lay-off will remain the same as in the original lay-off letter(s) for employees "bumped" into lay-off status.

The employee shall have a trial period of forty (40) actual working days. During this trial period, the employee shall have reasonable training and supervision. The City may disqualify the successful bidder during this forty (40) actual working days. Supervision shall monitor, document and discuss with the employee his/her progress on the 15<sup>th</sup> and 30<sup>th</sup> day of the trial period.

- G. The City will provide thirty (30) days advanced notice of layoff to an employee affected by the layoff. The thirty (30) day notice shall not apply to employees who are laid off as a result of exercising bumping rights under paragraph E. Any such notice shall be provided simultaneously to the Union. Such notice shall contain the effective date of layoff and the reason for the layoff.
- H. When effected employees have a tie in seniority dates, layoff shall be determined by the initial of the last name starting Z to A. (See Exhibit 1)
- I. Employees shall have two working days from receipt of notice of layoff to inform the City, in writing, of their election under Section 1 E or Section 3 of this Article. The City shall have two working days to confirm or deny the employee's option to bump in conformance with Section 1 E of this article. Employees who are aggrieved under this section shall have recourse to the grievance procedure.
- J. The City and/or its representatives will not challenge an employee's right to unemployment compensation who does not exercise his/her bumping right under Section 1 E of this article and elects to take layoff rather than bump.
- K. No new employee shall be hired and/or promotions made into the bargaining unit job classification until all employees on layoff status from the job classification have been recalled or given the opportunity to bid into a position of similar skill and ability wherever a vacancy exists. Employees on lay-off status shall be notified of openings occurring under Article 21, in classifications other than the classification from which the employee was laid off, and shall have right to submit a bid pursuant to Article 21.
  - 1. The Union President, Vice President, Chairman of the grievance committee and stewards shall remain at the top of their respective seniority lists for layoff and recall purposes. Such Union representatives shall have super seniority in their appropriate bargaining unit classification. Such Union representative shall be designated in writing to the City.

## **Section 2. Recall**

- A. Recall of employees on layoff status shall be in the reverse order of layoff. Notification of recall shall be first by telephone and confirmed then by certified mail.
- B. An employee shall have recall rights for three (3) years.

## **Section 3. Voluntary Layoff**

In event of layoff, an employee may choose to exercise rights of voluntary layoff. An employee who chooses voluntary layoff may exercise seniority to "bump" a less senior employee working in

the classification from which the employee was laid off, or in any other classification where the employee could have "bumped" at any time after a ninety (90) day period following voluntary layoff, upon notification, to the City.

## **ARTICLE 20 HOURS OF WORK**

### **Section 1.**

The work week for all employees except as provided herein shall be thirty-seven and one-half (37½) hours worked in five (5) consecutive seven and one-half hour (7½) days, Monday through Friday, exclusive of the one-half (½) hour paid lunch period.

### **Section 2.**

Shift time, and shift schedule, in effect, shall not be changed for arbitrary reasons. Prior to any change, the City shall give the Union at least two (2) weeks notice of any change and meet, if desired, by the Union to discuss in advance any change. All employees shall be scheduled to work a regular shift and each work shift shall have a regular starting and quitting time, unless provided elsewhere in this Article.

### **Section 3.**

Current meal periods and break times as established in each department shall be maintained.

### **Section 4. Part-Time Employees**

Subject to the provisions of this article, the work week of part-time employees shall be five (5) days of six (6) hours each day, Monday through Friday where established, and the work week of part-time employees shall be four (4) days of seven and one-half (7½) hours each day, scheduled between Monday through Friday where established. The foregoing schedule shall be maintained.

Part-time employees who normally work a schedule of less hours and days shall continue and such employees shall not be scheduled more than thirty (30) hours per week.

Part-time employees shall not be used to diminish the number of full-time bargaining unit positions and/or erode the bargaining unit.

## **ARTICLE 21 PROMOTIONS/TRANSFERS/TEMPORARY TRANSFERS**

### **Section 1. Job Postings**

When the City determines there is a vacancy in an existing job, or a new job within AFSCME Local 3449 or 2937 bargaining units, and the City determines to fill the position, employees desiring to bid on such job may do so as follows:

- A. Notice of a vacancy or new job shall be posted on all City or Union bulletin boards for five (5) working days from the date the job opening has been posted.
- B. During this five (5) day period, employees, including Cross-bidders, who wish to apply for the posted opening may do so by submitting a bid application, provided however, that no

employee shall be eligible to bid who is in the trial period of their current position or is within the first year of a reclassification gained through the bidding process. However, employees who have completed their trial period but who are still within one (1) year of their reclassification gained through the bidding process shall be considered for intradepartmental bids only (See also Section 3 of this Article). An employee who has been suspended for any reason within the preceding twelve (12) months shall not be eligible for a reclassification through the job bidding procedure except as may be mutually agreed to by the City and the Union. The bid application must be in writing, signed by the employee, dated and submitted to the Office of Human Resources.

C. Open vacancies or new jobs being posted shall indicate the job description, classification, rate of pay, shift, department and duties of said position. The City will provide the union with a copy of the posting.

**D. Cross Bidding**

1. Vacancies in the Bargaining Unit shall be offered to employees in the AFSCME Local 2937 Bargaining Unit at the same time that the job vacancy is posted according to Section 1(A) of this Article.

2. Employees in the AFSCME Local 2937 Bargaining Unit shall be considered if there is not a qualified bidder from the AFSCME Local 3449 Bargaining Unit to fill the position.

3. Cross bidding shall not constitute a break in service, therefore employees shall be promoted according to their current step progression with no loss in seniority for Longevity, Retirement, Sick/Continued Disability and Vacation accrual, except as defined in Article 18, Sections 4 and 5 (Seniority).

4. For purposes of lay-offs governed by Article 19 (Lay-Off and Recall) employees cross-bidding from Local 2937 to this unit shall be considered as new hires for seniority accrual.

5. Pay shall be at the lowest step which provides the employee an increase in the rate of pay of at least three percent (3%), not to exceed the highest step in the new classification. The employee will advance automatically through any remaining steps every six (6) months from the effective date of the promotion until the top step is obtained.

E. The City will provide each employee who bids on the posted position and was not selected, a written notification within ten (10) working days subsequent to the selection, listing the reasons why such employee was not selected for the posted position. Subject to the requirements of Section 2 of this Article, vacancies shall be first filled from within the department where the vacancy occurs. If there are no qualified bidders from within the department, then the vacancy shall be filled from bids submitted from outside the department.

**Section 2.**

A. The City shall fill the opening, within ten (10) working days, by selecting the employee the City determines to be the most qualified after taking into consideration the relative skills

and abilities of all bidders with respect to the requirements of the open position. A less senior employee may be selected if his/her qualifications are: (1) demonstrably superior to those of more senior employees, and; (2) the difference in qualifications is clearly material, meaningful and relevant. An employee who has been disciplined for absenteeism/tardiness at a step above a written warning within the preceding twelve (12) months shall be disqualified after close of bids for a reclassification through the job bidding procedure.

1. The City may, at its discretion, reject the bid of any employee who, in the preceding twelve (12) months, has participated in two (2) trial periods pursuant to Section 3 of this Article and voluntarily reverted to their original job.
- B. The City will provide a notice to the Union showing the name of the employee, seniority date and classification, selected to fill the position, or that no employee was selected to fill the position. This notice shall be provided to the Union within five (5) working days subsequent to the decision to select or not to select an employee.
- C. If the City determines that there is no qualified bidder, the City may fill the vacancy from the other sources.

### **Section 3.**

The employee shall have a trial period of forty (40) actual working days. During this trial period, the employee shall have reasonable training and supervision. The City may disqualify the successful bidder during this forty (40) actual working days or the employee may disqualify himself during the first ten (10) working days and he shall have the right to revert to his former job and this right shall in turn apply to others who changed jobs as the result of filling the posted position. The City may extend an employee's Trial period in this new position for up to ten (10) working days to familiarize their replacement, or longer if mutually agreed to by the City and Union.

An employee shall not be awarded another classification during the twelve (12) month period, inclusive of the trial period, immediately following a promotion or any type of reclassification gained through the bidding process, except as may be mutually agreed to by the Union and the City.

Upon an employee's reclassification through the bid process, the employee will be paid at the lowest step which provides the employee an increase in the rate of pay of at least three percent (3%), not to exceed the highest step in the new classification. The employee will advance automatically through any remaining steps every six (6) months from the effective date of the promotion until the top step is obtained.

### **Section 4. Temporary Transfers**

- A. In connection with the efficient operation of the City, the employer has the right to temporarily transfer an employee to a different classification to fill in for vacations, to fill in for sick leave, to fill a classification during the time it takes to go through the job posting and bidding process, to fill in after death, voluntary or involuntary termination, unexpected retirement, leave of absence, union time, military time, filling a high skilled position until replacement can be hired (providing that the City makes a concerted effort in seeking a replacement) or for emergencies. Such transfers shall not exceed ninety (90) days unless mutually agreed to between the Union and City. The job must be first offered to employees

within the department in the next lower classification or classifications based upon department seniority. If the Temporary Transfer is not awarded to a person within the department, then the job may be offered to employees outside the department in the same or next lower classification by City seniority.

- B. An employee transferred to a lower paying classification shall receive his regular rate of pay for the duration of the temporary transfer.
- C. An employee transferred to a higher paying classification shall be paid, at the higher rate of pay, at the same step as he was paid in the previous classification for the duration of the transfer.
- D. Temporary transfers shall not be used to avoid the employer's obligations to employees under this Agreement. A position that is filled by temporary transfer for a ninety (90) day period shall then be filled as pursuant to Section 1 of this Article.

**Section 5. Shift Transfer**

When a vacancy occurs, employees within the department and classification where such vacancy exists will be permitted to submit a bid to the department on a form supplied by the City to transfer to the shift made available by such vacancy. The most senior employee bidding on the vacancy shall be permitted to select the available shift.

**Section 6.**

An employee within the Bargaining Unit has the right to grieve any determination made under this article by the City pursuant to the Grievance Procedure under this Agreement.

**Section 7.**

When training in a higher classification is offered in any department, it shall first be offered to the most senior employee within the department. There shall be no pay adjustment associated with this training.

**ARTICLE 22  
OVERTIME**

**Section 1.**

Employees shall be paid one and one-half (1½) times their applicable rate of pay for all hours worked in excess of eight (8) hours in any consecutive twenty-four (24) hour period, defined as the twenty-four (24) hour period commencing with the start of the regular work shift, or forty (40) hours in any work week.

**Section 2. Computation of Worked Time**

For purposes of computing overtime, credit shall be given for all time paid except for sick leave in excess of eight (8) hours for which an incident (absence occurrence) is charged pursuant to Article 65 Sections 1 and 2 of the Collective Bargaining Agreement, whether actually worked or not.

### **Section 3. Sixth and Seventh Work Day Premium**

Employees who perform work on a sixth consecutive day of the employee's work week shall be paid time and one-half the employee's normal hourly rate of pay for all hours worked. Employees who perform work on the seventh consecutive day of the employee's work week shall be paid two times the employee's normal hourly rate for all hours worked.

An employee who has been suspended during the current work week, shall not be offered work on the sixth or the seventh day of their work week. However, any employee forced by the City to work either of these days, shall not forfeit their right to these days.

If an employee who is on vacation accepts an offer of overtime, that employee shall be credited for their unused vacation (vacation hours not used after report-in). Employees shall not be able to use vacation concurrently while they are working (on the clock).

Employees who are off due to a chargeable sick leave incident shall not be offered overtime for 24 hours after their regularly scheduled shift for which they reported off.

### **Section 4. Equalization of Overtime**

On each occasion, the opportunity to work overtime shall be offered to employees in the department classification where the overtime is to be worked. Employees may refuse to work overtime and the hours refused shall be recorded the same as hours worked including the 24-hour period in Section 3, paragraph 4. Overtime hours shall be equalized within a classification on a quarterly basis. In the event the employer cannot obtain sufficient employees to work an overtime assignment, employees may be required to work the overtime assignment starting with the employees in the classification where the overtime is to be worked, with the least seniority.

### **Section 5. Compensatory Time**

Employees who have accumulated compensatory time to their credit, shall not lose such time, to a running maximum accrual not to exceed 120 hours. Compensatory time shall be earned and credited in the same manner as overtime payment pursuant to Section 1 of this Article. Employees may choose compensatory time in lieu of overtime payment. The employee shall request use of compensatory time by use of the compensatory time form provided by the City and shall be scheduled between the employee and immediate supervisor. An employee's request for compensatory time shall not be denied for arbitrary reasons.

### **Section 6. A Record of Overtime Hours**

A record of overtime and/or compensatory time earned hours worked and/or refused shall be posted on the Departmental Bulletin Boards continuously. This listing of employees shall be by classification, shift and department.

### **Section 7. Offering of Overtime Pursuant to Article**

- A. Employees who are not at work when overtime is offered shall not have time recorded as overtime worked and/or refused.
- B. Employees who are not at work and who are called and, not available, shall not have the time recorded as overtime worked and/or refused.

**Section 8.**

If any employee is required to appear in a Court of Law, Grand Jury, Pre-Trial Conference, Prosecutor's Hearing, or any other hearing related to the performance of his official duties and his/her attendance is compelled outside their regularly scheduled hours, he/she shall be paid a minimum of two (2) hours at the appropriate rate of pay.

**ARTICLE 23  
UNPAID LEAVES OF ABSENCE**

**Section 1.**

All leaves of absence and any extensions thereof must be applied for to the appropriate Appointing Authority in writing by the employee on a form to be provided by the City. Any request for leaves of absence shall be answered in writing within ten (10) days.

**Section 2.**

An employee may, upon request, return to work prior to the expiration of any leave of absence only if such early return is agreed to by the City. An employee who has been on any type of leave herein shall, at the request of the City submit a medical certificate indicating fitness to return to duty.

**Section 3.**

Seniority shall accumulate during any approved unpaid leave of absence and only hospitalization, life insurance and any other employee-provided health care benefits shall continue without cost to the employee during this period.

**Section 4.**

Upon returning from leave, the employee will be returned to the job classification, department and shift which he formerly held at the current rate of pay.

**Section 5. Worker's Compensation Leave**

In cases of compensable industrial illness or injury, a leave of absence shall be granted when requested and appropriately supported by medical evidence. Seniority shall continue to accrue for a maximum of three years; the employer shall continue hospitalization, life insurance and any other employer-provided health and welfare benefits for a period of 18 months.

**Section 6. Unpaid Sickness and Accident Leave**

At the request of an employee who has completed the required initial probationary period, an unpaid sickness and accident leave of absence shall be granted for a period not to exceed one hundred eighty (180) days because of personal illness, injury or medical disability due to pregnancy upon application supported by medical evidence, and this time may be extended by the City upon a proper showing, not to exceed an additional one hundred eighty (180) days.

**Section 7. Personal Leave**

Employees who have completed the probationary period may be granted personal leave of absence without pay for good cause shown for a period not to exceed ninety (90) days. Such leaves of absence may be extended by the City. An employee on this type of leave may continue hospitalization, life insurance and health and welfare benefits by making arrangements to pay the City's cost of monthly premiums.



## **Section 8. Military Service**

- A. An employee shall be granted a leave of absence for military duty in accordance with State and Federal law.
- B. Employees inducted into the armed forces of the United States shall be entitled to such employment rights as are provided under the laws of the United States, and the laws of the State of Ohio. Such full-time employees of the City shall be restored to their position, or a position of a like seniority, status and pay as provided for all full-time City employees.
- C. An employee who is a member of the Ohio National Guard, Ohio Defense Corps., Naval Militia, or member of other reserve components of the Armed Forces of the United States, shall be entitled to leave of absence from his respective duties without loss of pay for such time as he is in the military service, on field training, weekend duty or active duty. Employees shall receive the difference in wages between the employee regular daily rate and the military daily rate up to a total of twenty-two (22) work days at eight (8) hours per work day each year for such duty pursuant to ORC 5923.05. If an employee misses one hour or less of his work shift, no monies will be deducted from his pay.

To receive compensation under this Article, the employee must timely submit proof of military earnings.

- D. Hospitalization/medical insurance currently in effect as a benefit for City employees shall remain in effect for thirty (30) days after the employee departs for active military duty. If during the thirty (30) day period military hospitalization/medical coverage exists for the activated employee, then such military insurance will be considered the primary coverage.
- E. In the event that a unit member is called to active duty for a continuous period in excess of thirty (30) days because of an executive order issued by the President of the United States, an act of Congress, or by order of the Governor, the member and their covered dependents shall continue to be covered by all existing health care benefits as provided for in the City's health benefit plan. However, during the course of said service the member/employee's military insurance shall be considered the primary coverage.
- F. In the event that a unit member volunteers for active duty for a continuous period in excess of thirty (30) days as a result of an executive order issued by the President of the United States, an act of Congress, or by order of the Governor, the member and their covered dependents shall continue to remain eligible for all existing health care benefits as provided for in the City's health benefit plan, provided the employee pays the established COBRA rate for hospitalization, and the City's cost for life insurance and AFSCME Ohio Care Plan.
- G. In the event an employee is required to take military leave under this section, the City may temporarily change work schedules to fill vacancies caused by such leave only for the work week affected when the employee is first called/scheduled for such military leave.
- H. Any current employee who is currently a member of the Ohio National Guard, Ohio Defense Corps., Naval Militia, or member of other reserve components of the Armed Forces of the

United States, shall be grandfathered for health benefits under the terms of the previous Collective Bargaining Agreement for the duration of his/her current enlistment.

**Section 9. Maternity Leave**

An employee shall be granted, upon request, a leave of absence without pay for maternity reasons following child birth, and upon request of 30 days advance notice a Leave of Absence without pay for placement for adoption or foster care.

- A. The beginning and ending dates of the total time of absence from work will be determined by the employee, but shall be limited to a period of ninety (90) days.
- B. A certificate of the employee's physician as to her fitness to perform her required duties may be a prerequisite to her return to work at the expiration of the leave.
- C. The City and Union agree that the maternity leave provisions of that agreement will not be applied discriminatorily.

**Section 10. Union Leave**

At the request of an accredited union representative, in writing, a union leave of absence shall be granted to an employee who is selected to do work for the union. Such leave must be renewed each year by the employee. An employee on this type leave may continue hospitalization, life insurance and health and welfare benefits by making arrangements to pay the City's cost of monthly premiums. This type leave shall be limited to a total of not more than one (1) employee during the leave of absence.

**Section 11. Medically Restricted Employee:**

An employee who has a disability covered by the ADA who is unable to perform the essential functions of the employee's regular classification, after the City has exhausted all options to provide a reasonable accommodation according to the Act and upon request by the employee, may be provided employment in an available vacant classification, at the employee's option, (within the AFSCME Local 3449 or 2937 Bargaining Unit at the appropriate rate of pay for that position), compatible with the employee's disability. This does not waive an employee's rights to their previous classification if the employee does not accept the offered vacant position of if they are medically able to return to work. This clause supersedes Promotions, Transfers and Temporary Transfers for the first offered position only. All others must be bid according to Article 21 - Promotions/Transfers/Temporary Transfers. This section does not affect or supersede Lay-Off Recall Provisions.

**ARTICLE 24  
HOLIDAYS**

**Section 1.**

Employees shall receive the following paid holidays each year of this agreement. Holiday pay shall also include shift differential where applicable.

- 1. New Year's Day
- 2. Martin Luther King Day

- |   |                            |
|---|----------------------------|
| 3. President's Day                      | 8. Veteran's Day           |
| 4. Good Friday                          | 9. Thanksgiving Day        |
| 5. Memorial Day                         | 10. Day After Thanksgiving |
| 6. July 4 (Independence Day)            | 11. Christmas Day          |
| 7. Labor Day, first Monday in September | 12. Personal Day           |

**Section 2.**

When a holiday falls on Saturday, the preceding Friday shall be observed as a holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

**Section 3.**

Employees scheduled to work any of the above holidays shall be paid eight (8) hours holiday pay plus time and one-half (1½) their normal rate of pay for all hours worked.

**Section 4.**

If a holiday falls during an employee's vacation period, he shall be paid for the holiday, or he may extend his vacation accordingly upon notification to the supervisor.

If a holiday is observed while an employee is on sick pay, he shall be paid holiday pay for the holiday within the same period that all other employees received holiday pay and such pay will not be deducted as a day of sick leave.

If a holiday falls during the time an employee is on jury duty, funeral leave, personal day or hearing such as workers' Compensation, the employee shall also receive holiday pay.

**Section 5.**

Holiday pay shall be considered hours worked for all pay purposes under this Agreement.

**Section 6.**

A Personal Holiday shall be scheduled off, as the employee desires, upon a five (5) day notification to the employee's supervisor. The personal day may be scheduled off in conjunction with days off, vacation, holidays or other times off as provided under this agreement. In case of emergency situations, the five (5) day notification period shall be waived.

**Section 7.**

To be eligible for holiday pay, an employee must work or be on paid leave the last scheduled work day the day before the holiday and the scheduled day after the holiday.

**Section 8.**

The Good Friday Holiday and Christmas Day Holiday may be replaced by two (2) alternative sacred days at the request of the employee. Such request must be made by the employee at the beginning of each year in writing to the supervisor. In this event, the Good Friday holiday and Christmas Day holiday must be worked at the employee's normal rate of pay.

**Section 9.**

Part-time employees shall receive holiday pay proportionate to the employee's normal daily hours scheduled to work.

**Example:** Employee(s) normally scheduled six (6) hours received six (6) hours holiday pay. Such employee who works such holiday would receive six (6) hours holiday pay in addition to holiday premium pay under the provisions of this Article.

**Section 10.**

All bargaining-unit employees shall receive one (1) additional personal holiday in 2017, 2018 and 2019 only, subject to the scheduling requirements as set forth in Article 24.

**ARTICLE 25  
VACATION**

**Section 1.**

Employees in the appropriate bargaining unit shall receive vacation, with pay, including shift differential where applicable, each year in accordance with the following schedule:

<u>Anniversary Date</u> <u>Years of Service</u>	<u>Period of Paid Vacation</u> <u>(Working Days)</u>
1	5
2 thru 5	10
6 thru 10	15
11 thru 15	20
16 thru 20	25
21 thru over	30

Employees who are currently receiving a greater vacation benefit shall maintain that vacation benefit.

- A. 1. For the purposes of administering vacations, the work week shall be considered Monday through Friday and all days therein be deemed working days. However, at an employee's option, the employee may elect to take a Saturday with the week as a vacation day.
2. An employee is eligible for an extra day's pay of vacation if they take vacation in conjunction with holidays established by this Collective Bargaining Agreement, which together (vacation and holiday(s)) add up to five (5) days. (One (1) week)
3.
  - a. The extra day's pay of vacation shall be paid at eight (8) hours at straight time;
  - b. The extra day's pay of vacation shall not be included in hours worked/paid for calculation of overtime;
  - c. Said extra day's pay of vacation is specifically exempt from Article 22, Section 2 of this Collective Bargaining Agreement.
4. The number of extra day's pay of vacation an employee shall be eligible for pursuant to this section shall be capped at three (3) per calendar year.

- B. Vacations become due on the employee's anniversary date, and shall be taken during a one (1) year period after the vacation becomes due. After the first year of employment, the anniversary date reverts to January 1 for vacation purposes. Vacations may be taken in increments of not less than one-quarter (1/4) hour as the employee chooses. An employee may choose to use a vacation period of up to five (5) working days with the approval of the employee's immediate supervisor. Such approval by the supervisor shall not be denied for arbitrary reasons.
- C. For vacation periods of more duration than five (5) working days, a vacation sign-up period shall be provided during the month of January of each year. Employees shall sign up for a vacation period as desired and the vacation shall be scheduled by seniority. The City shall either approve or deny an employee's vacation request made during the vacation sign-up period and shall return the completed leave request form to the employee within ten (10) working days after the end of the vacation sign-up period. For all vacation requests submitted by employees after the vacation sign-up period, the City shall either approve or deny an employee's vacation request and shall return the completed leave request form to the employee within ten (10) working days from the date the request was submitted to the employee's supervisor.
- D. Employees may choose to carry over not more than ten (10) work days of vacation into the next anniversary vacation period each year. Employees may also bank up to fifteen (15) weeks of earned vacation time toward retirement, and payable at retirement. No more than three (3) weeks of earned vacation may be banked in any year.
- E. In the case of death of an employee, the unused vacation leave shall be paid to the estate or in accordance with State law.
- F. An employee whose employment ceases, for any reason, including layoff, termination, quit and retirement shall be paid the unused portion of the employee's earned vacation at 100 percent of the employee's normal rate of pay.
- G. Employees shall not be required to work during a vacation period which is interpreted to include Saturday and Sunday.
- H. Vacation shall normally be scheduled to start on a Monday unless the employee and supervisor mutually agree to have vacation start on a different day of the week.
- I. For period of absence not including paid sick leave of 30 consecutive days or more, the employee's vacation shall be offset in increments of 1/12 e.g. an employee misses 180 days of work and would be entitled to 10 days of vacation, however, pursuant to the above, such vacation benefit shall be offset as follows:  
  
$$6/12 \times 10 \text{ days} = 5 \text{ days}$$

The employee shall be entitled in the appropriate year to 5 days of vacation.
- J. Part-time employees shall receive a prorated vacation benefit pursuant to this article based on normal and scheduled hours.

- K. 1. An employee may request to receive cash payment for unused vacation of not more than ten (10) days per year in minimum increments of five (5) days calculated at 90% of the current rate of pay. Employees must declare their desire to receive cash payment not later than October 1st of each year. Payment shall be made on the first regular pay day in November of each year. Approval of the cash payment option is within the sole discretion of the appointing authority.
2. An employee in year 28, 29, and 30 of PERS eligibility may request to receive cash payment for unused vacation of not more than twenty (20) days per year in minimum increments of five (5) days calculated at 90% of the current rate of pay. Employees must declare their desire to receive cash payment not later than October 1st of each year. Payment shall be made on the first regular pay day in November of each year. Approval of the cash payment option is within the sole discretion of the appointing authority.

**L. Cashing Out Banked Vacation**

1. The following option is only available for employees who are in their 28<sup>th</sup> or later year of service (exclusive of purchased military time).
2. Employees may elect to receive cash payments in exchange for one to five weeks of their banked vacation time, in units of one week, once per year for a single three consecutive year period. (The employee may cash one to five weeks of banked vacation in each of the three consecutive years.) The employee must notify the City of the election in writing by November 1<sup>st</sup> of each year to receive payment in the first pay of December.
3. Employees may not cash out vacation time that has been banked in the last twelve (12) months.
4. For each week that an employee cashes out, his/her banked vacation balance will decrease by one week. Employees are limited to banking a cumulative total of fifteen (15) weeks of vacation during their career.
5. Employees who receive cash for their banked vacation time in accordance with this article, may choose to direct the money to deferred compensation. If the employee executes the appropriate forms to authorize the transaction, the City will pay the money directly into the Ohio Deferred Compensation Plan, provided that the transaction complies with the laws of the State of Ohio.
6. The amount of banked vacation payout will be determined by using the employee's rate of pay as of the time of the cashing out.

**ARTICLE 26  
FUNERAL PAY**

**Section 1.**

An employee may utilize up to three (3) consecutive scheduled work days, with pay, for the purpose of attending the funeral of the employee's mother, father, child, spouse, brother, sister, brother-in-law, sister-in-law, grandfather, grandmother, grandchildren, father-in-law or mother-in-law, grandparents-in-law, step parent or step child of the employee.

**Section 2.**

In a city located more than 150 miles from Canton the employee may utilize an additional two (2) consecutive scheduled days sick leave for travel for the above family member deaths. Use of sick leave under this section shall not count as a sick incident or against Good Attendance Bonus.

**Section 3.**

The employee may be authorized up to five (5) days of paid sick leave for the purposes of attending the funeral of other relatives or close personal friends upon written request to their Department Head or their designee. Use of sick leave under this section shall count against Good Attendance Bonus.

**Section 4.**

Upon making application for benefits under this article, the employee may be required by the department head to furnish proof of death, relationship of the deceased, and proof of attendance at the funeral.

**ARTICLE 27  
PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS) PICKUP**

**Section 1.**

The member shall be responsible for the payment of his/her entire legally designated share of the pension contribution.

The employee's legally designated share of the pension contribution will be paid via the "salary reduction method" and treated as deferred compensation subject to the approval of the Public Employee's Retirement System and the IRS.

Pursuant to Federal Law, the employee shall not have the option of choosing to receive the contributed amounts directly. The employee's contribution to P.E.R.S. will be paid to P.E.R.S. through payroll deduction. The City will do so by "reducing" the gross salary by the employee's legally designated share of the pension contribution and forwarding the designated share of the original gross salary to the Pension Board as the employee's contribution.

**ARTICLE 28  
LONGEVITY PAY**

**Section 1.**

In addition to their regular rates of pay, employees shall receive longevity pay annually in accordance with the following schedules:

<b><u>ANNIVERSARY DATE (years)</u></b>	<b><u>Payment</u></b>
3	\$ 180.00
4	240.00
5	300.00
6	360.00
7	420.00
8	480.00
9	540.00
10	600.00
11	660.00
12	720.00
13	780.00
14	840.00
15	900.00
16	960.00
17	1,020.00
18	1,080.00
19	1,140.00
20	1,200.00
21	1,260.00
22	1,320.00
23	1,380.00
24	1,440.00
25	1,500.00
26	1,560.00
27	1,620.00
28	1,680.00
29	1,740.00
30	1,800.00

Longevity pay shall vest on the anniversary date of the employee and shall be paid in the first week of June and December of each year in a separate check. After the first year of employment, the anniversary date reverts to January 1 of the year the employee began work as an employee of the City of Canton, for the purpose of this Article.

Upon retirement or permanent disability, longevity pay shall be paid to employees for the year in which the employee retires, or separates from service due to permanent disability, or leaves employment with the City for other reasons except discharge.



Longevity pay shall also be paid to employees on unpaid leave of absence and layoff who are entitled to such pay for that year.

Beginning ninety (90) days from the date that this agreement is fully executed by all parties, all longevity payments will, subject to the Auditor's discretion, be made by way of direct deposit.

## **ARTICLE 29 HEALTH AND LIFE INSURANCE COVERAGE**

### **Section 1.**

The City shall maintain health care and life insurance coverage in effect on January 1, 2003 for all full-time employees. Health care coverage includes: Comprehensive Plan with an annual deductible of Two-Hundred Fifty dollars (\$250) per person, Five Hundred dollars (\$500) per family which is applied first before medical benefits are paid to In-Network or Out-of-Network providers.

After payment of the deductible, the Plan will pay 80% of covered medical expenses to In-Network providers. In-Network co-insurance is subject to an annual maximum of \$1,250 including deductible per person/\$2,500 including deductible per family. Once this maximum is met, the Plan begins to pay covered medical expenses at 100%.

After payment of the deductible, the Plan will pay 70% of Usual, Customary and Reasonable covered medical expenses to Out-of-Network providers. Out-of-Network co-insurance is subject to an annual maximum of \$2,250 including deductible per person/\$4,500 including deductible per family. Once this maximum is met, the Plan begins to pay 100% Usual, Customary and Reasonable covered medical expenses. Any amounts above Usual, Customary and Reasonable will not be covered by the Plan.

Life threatening emergency room visits will be covered at 100% after paying a \$50.00 per visit co-payment.

Emergency room visits that do not result in admission to the hospital shall require a \$200.00 per visit co-payment.

For any employee whose spouse has other health coverage available through an employer, City Plan will pay benefits secondary to spouse's group coverage.

Life insurance coverage provides a minimum of twenty thousand dollars (\$20,000) term life insurance for all employees.

### **Section 2.**

The City agrees to maintain the same level of benefits as set forth above if it restructures hospitalization/life insurance during the term of this agreement. The City retains the right to restructure the health care and life insurance during the term of this contract as to cost containment procedures such as pre-hospital admission certification, mandatory second opinions, etc., but may not institute any change of coverage without mutual agreement of the parties herein.

**Section 3.**

To offset the increased cost of Health and Life Insurance coverage set forth above, each full-time employee covered shall have deducted from each pay \$55.00 for individual coverage and \$75.00 for family coverage.

Bargaining unit members shall continue to receive initial prescription coverage, up to the amount of \$4000.00, through the AFSCME Ohio Care Plan

**ARTICLE 30  
AFSCME OHIO CARE PLAN**

**Section 1.**

The employer agrees to contribute to the Ohio AFSCME Ohio Care Plan for the purpose of providing Dental II, Hearing Aid, Life Insurance I, Vision I and Prescription Drug Card Health Reimbursement Account Plan benefits to eligible bargaining unit employees in accordance with the Rules and Regulations of the Fund and all applicable Federal and State laws. Contributions shall be made on the 1st day of the month for each bargaining unit employee according to the following monthly rate schedule:

Effective	Effective
1/1/10	1/1/11
\$190.75	\$190.75

In the event of a delinquency in payment, the employer agrees to abide by all Rules and Regulations established by the Trustees, including but not limited to those requiring the payment of interest at the rate established by rules of the Board of Trustees, counsel fees and other costs of collection of such delinquencies, and to give security in sufficient amounts as required by the Trustees to secure payment of such delinquencies.

The employer hereby agrees to permit an authorized representative of the Fund to inspect its payroll records for the purpose of checking the accuracy of the contributions required to be made by the employer to the fund.

If the employer fails to make the contributions provided for herein within the time required by the rules and regulations of the Fund, then the Trustees may terminate insurance coverage for such employees on whose account the employer has failed to contribute.

All contributing employers shall use the reporting forms provided by the Trustees and comply with the instructions of the Trustees in completing such forms. Such periodic reporting forms shall be filed by the employer with the Fund each month regardless of whether any contributions are due and owing the Fund for the reporting period.

The employer agrees to be bound by the provisions of the Trust Agreement, and Rules and Regulations of the Fund to which contributions are required to be made herein, including such Amendments to same as may be adopted from time to time by the Board of Trustees.

Only the Board of Trustees has any authority to determine matters involving coverage, eligibility, and types of welfare benefits provided to the employees by the Fund. No employer or Union may make any form of representations or commitments as to such past, present and future

coverage, eligibility, amount, and type of benefits for any employee or group of employees. No representation or commitment not in writing and signed by the Board of Trustees shall be binding on the Board of Trustees or the Fund. No officer, agent, representative or employee of any employer shall be deemed an agent or representative of the Board of Trustees or be deemed or authorized to make any oral or written representations, or give any form of commitment, which may be relied upon by an employee, spouse, beneficiary or dependent.

**ARTICLE 31  
PRINTING OF COLLECTIVE BARGAINING AGREEMENT**

**Section 1.**

The City agrees to pay the full cost of printing twenty-five (25) contract booklets and to make them available to Local 3449 officers. The City also agrees to provide an electronic copy of the contract on the City's website that shall be freely accessible from both City computers and external computers. Employees shall be allowed to access the electronic copy of the contract during break and lunch periods and shall be allowed to print one (1) copy of the agreement from a computer in their department for their personal use.

**ARTICLE 32  
UNION NEGOTIATING COMMITTEE**

**Section 1.**

Members of the AFSCME Negotiating Committee shall be permitted reasonable time off, during working hours, without loss of pay, for the purpose of participating in meetings with the City. The Negotiating Committee will not number more than six (6) employees, and not more than two (2) employees will be from any one department.

**Section 2.**

The Union shall notify the City, in writing, of the members of the AFSCME Negotiating Committee and the City shall notify the Union, in writing, of members of the City Negotiating Committee.

**ARTICLE 33  
SUBCONTRACTING**

**Section 1.**

The City agrees work normally performed by employees in the bargaining unit covered classifications, shall not be contracted or subcontracted unless there are insufficient employees to perform the necessary work; bargaining unit covered employees do not have the skill, ability, technical knowledge or necessary tools and equipment to perform such work. However, under no circumstances will contracting or sub-contracting take place if any bargaining unit employee is on lay off which would affect such department and/or classification.

Further, the City agrees any contracting or sub-contracting shall not result in layoff, or reduction in pay or position of bargaining unit covered employees avoiding any provision of this Agreement or depleting the bargaining unit.

## **ARTICLE 34 SICK LEAVE**

### **Section 1. Crediting of Sick Leave**

Employees including part-time employees shall have sick leave earned and credited at the rate of 4.60 hours for each eighty (80) hours of service. Sick leave credit shall be prorated to the hours of paid service in each pay period. Sick leave shall accumulate without limit.

### **Section 2. Expiration of Sick Leave**

If illness or disability continue beyond the time covered by earned sick leave, the employee shall be covered by the sickness and accident disability plan as set forth under Section 9 of this Article. The sickness and accident disability plan shall also apply when an employee has used all accrued sick leave provided under Section 1.

### **Section 3. Charging of Sick Leave**

Sick leave shall be charged in minimum units of one-quarter (1/4) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings. Accrued and unused sick leave will be stated on the pay stub.

### **Section 4. Uses of Sick Leave**

Sick leave shall be granted to an employee for the following reasons:

- A. Illness or injury of the employee, spouse, child, or a member of his household.
- B. Medical, dental or optical examination or treatment of the employee, spouse, child, parent, or a member of his household, where the employee's presence is reasonably necessary; (The use of Sick Leave for each parent including step parents shall be capped at one hundred and twenty (120) hours per calendar year).
- C. If a spouse, child, or member of the household is afflicted with a contagious disease, as attested to by a doctor, the presence of the employee at his job would jeopardize the health of others.
- D. Member of his/her household means a dependent as defined and recognized by the Internal Revenue Service.

### **Section 5.**

#### **A. Sick Leave Paid on Retirement**

Employees will receive payment of 100% limited to 150 days maximum of their accrued sick leave upon retirement at the employee's current rate of pay at the time of retirement. Such amount shall be included in the employee's gross earnings for the year.

- B. The estate of a deceased employee who dies while employed by the City is entitled to receive 100%, limited to 150 days maximum, of the deceased employee's unused Sick Leave accrued while in the employ of the City at the employee's current rate of pay at the

time of death. Such amount shall be taxable for purposes of Canton City Income Tax. All Sick Days accrued in excess of 150 shall be forfeited.

- C. 1. Employees who retire between January 1 of their 30<sup>th</sup> year of credited service or before December 31<sup>st</sup> of the year of the completion of their 32<sup>nd</sup> year of credited service as determined by the Public Employees Retirement System of Ohio (PERS) shall receive payment for one hundred percent (100%) of their accrued unused sick leave up to 175 days in lieu of the one hundred percent (100%) of the 150 days maximum set forth in Section 5A above.
2. Employees who become eligible for the enhanced retirement benefit provided for in sections C-1 and do not retire according to the terms of said sections shall thereafter be eligible solely for the retirement benefit set forth in Section 5-A upon retirement.

**Section 6. Evidence Required for Sick Leave Usage**

The employer shall require an employee to furnish a standard written signed statement to justify the use of sick leave.

**Section 7. Physician statement**

If medical attention is required, a certificate stating the nature of the illness, from a licensed physician, shall be required to justify the use of sick leave.

- A. Falsification of either the signed statement or a physician's certificate shall be grounds for disciplinary action which may include dismissal.
- B. If an employee is absent from work more than five (5) work days, he may be checked by a City doctor. If the City doctor and the employee doctor disagree, they may choose to consult a third doctor whose cost will be split between the Union and the City.

**Section 8. Notification by Employee**

When an employee is unable to work, he shall notify the supervisor or other designated person, at least one-half (½) hour before the time he is scheduled to report to work on each day of absence, unless emergency or other conditions make it impossible or unless the employee has made other reporting arrangements with the supervisor.

**Section 9. Continuing Disability Benefits**

An employee who has exhausted sick leave provided under Section 1 of this article shall receive continuing disability benefits as outlined below. Such continuing disability benefits shall be paid at 75 percent of the employee's regular rate of pay for each week of disability.

- A. An employee must first exhaust all earned accrued sick leave.
- B. The employee must be continuing the same non-occupational disability for which available sick leave benefits were exhausted.
- C. An employee who has no accrued sick leave at the time of a non-occupational disability, or exhausts all earned accrued sick leave during the continuing course of the same non-

occupational disability, must be off work at least three (3) work days before eligibility for continuing disability benefits. The continuing disability benefit will commence on the fourth (4<sup>th</sup>) work day subject to paragraph 4 below.

An employee may request to be paid during the three (3) day waiting period by utilizing vacation, compensatory time or personal holiday. A paid holiday authorized by Article 24 shall be considered as one (or more) of the waiting period work days.

- D. In the event an employee has been disciplined within the last six (6) months for absenteeism or abuse of sick leave at a step above a written warning, continuing disability may be denied by the City.
- E. An employee who makes application for continuing disability benefits as provided for in this section must provide the City with medical verification of the non-occupational disability. The City will provide a form for the employee and the physician to fill out prior to the employee being entitled to continuing disability benefits under this section.

<u>* LENGTH OF SERVICE</u>	<u>WEEKS OF DISABILITY</u>
6 months to 1 year	10 weeks
1 year to 5 years	26 weeks
5 years to 15 years	36 weeks
15 years to over	52 weeks

\* Disability benefits as described in this section are not intended to be available for an individual under maternity leave unless such leave is required by a doctor, has qualified for disability benefits under PERS, or is not himself or herself disabled.

**Section 10.**

It will be considered the same disability period, for benefits provided under Section 9, if the employee returns to work and works for a period of less than two (2) weeks and is then off work for the same disability.

**ARTICLE 35  
JURY DUTY PAY**

**Section 1.**

An employee while serving as a juror, either in Grand Jury or Petit Jury, or as subpoenaed to testify before a court of competent jurisdiction or before an administrative agency of the Federal, State or City government for a job-related matter only or as a witness in a criminal prosecution (other than as a character witness) shall receive regular compensation from the City not to exceed the employee's daily rate on an hour for hour basis. In order to receive such compensation under the provision of this section, the employee shall surrender to the City Auditor all compensation received while serving as a juror or acting as subpoenaed witnesses. Subpoenas which are issued as a result of an employee's personal affairs shall be exempt from the pay provisions of this Article. The Auditor is hereby authorized to deposit such compensation to the proper departmental fund.

**ARTICLE 36  
REPORT IN PAY**

**Section 1.**

An employee who was scheduled to work and who reports to work on a scheduled work day, shall be provided eight (8) hours work and/or the number of hours the employee normally works in his regular classification.

**ARTICLE 37  
CALL BACK PAY**

**Section 1.**

An employee who has finished his shift and left the premises shall be paid no less than four (4) hours pay at the applicable rate of pay, whenever such employee is called back to work.

**Section 2.**

An employee will not be considered eligible for the Call Back Pay under the provisions of this Article when his/her regular shift begins two hours or less from the time he/she is to report to work. In such instances, the employee will receive the appropriate overtime rate in accordance with the provisions of Article 22.

**Section 3.**

When an employee receives a telephone call at home after the normal shift in which the employee is expected to provide information or guidance in resolving a work-related matter that requires immediate attention and resolution, the employee shall be compensated for a minimum of 30 minutes at the regular rate of pay for conversation of 30 minutes or less. Conversations in excess of 30 continuous minutes shall be compensated for the actual duration of the call at the regular rate of pay.

The incident of the telephone call shall be reported to the Department Head by the initiator of the telephone call and/or the callee during the next work shift immediately following the telephone call. Telephone calls made to employees for the purpose of correcting errors made by the called employee may be reviewed by the Department Head prior to authorizing payment. Disputes arising from interpretations of this section shall be resolved under the terms of Article 15.

Departments may adopt guidelines relating to initiating home telephone calls.

**ARTICLE 38  
UNIFORMS**

**Section 1.**

Employees who work in classifications and/or departments where uniforms are required will be provided uniforms by the City. Employees shall be provided a sufficient supply of uniforms. Such uniforms shall be replaced on an as needed basis. The employee shall maintain and launder the uniforms.

**ARTICLE 39  
PARKING FACILITIES**

**Section 1.**

The City shall maintain current parking facilities at various departments and locations throughout the City at no cost to the employee. These facilities shall provide adequate handicap parking spaces.

In the event the City is unable to provide parking for employees at the lot at 7<sup>th</sup> and Reynolds, the Union and City shall meet to discuss alternative parking.

The parties agree to discuss enhancing the parking facilities in the future.

**ARTICLE 40  
EMPLOYEE LIABILITY PROTECTION**

**Section 1.**

Any employee who is named as a party to a lawsuit or any other type of litigation as a result of discharge of duties as an employee of the City shall be held harmless by the City where the employee was acting within the scope and during the course of the employee's generally recognized job duties. The City shall absolve the employee of any type of liability whatsoever, including, but not limited to, financial court, costs, witness fees, lost time and legal fees as a result of such action.

**ARTICLE 41  
SHIFT DIFFERENTIAL**

**Section 1.**

Employees who are scheduled to work the second or afternoon shift shall receive a shift differential of forty-three cents (\$.43) per hour, and employees who are scheduled to work the third shift or midnights, shall receive a shift differential of fifty-four cents (\$.54) per hour. The shift differential shall be paid at the applicable rate of pay in addition to the employee's hourly rate.

**ARTICLE 42  
VACATION AND SICK LEAVE CREDITED WITH OTHER POLITICAL  
SUBDIVISIONS OF THE STATE**

**Section 1.**

Full-time employees hiring into the City from another political subdivision within the State of Ohio may transfer accumulated Sick Leave earned and/or accrued in an amount not to exceed 100 days from their former full-time employment with the other political subdivision, which has not been paid off by the other subdivision. Full-time employees hiring into the City on or after January 1, 2003, are not entitled to this benefit, unless a waiver or modification is approved by a majority vote of the elected members of Council upon the request of an appointing authority where unique and exceptional qualifications are required of the proposed employee.

**Section 2.**

Full-time employees hiring into the City from another political subdivision within the State of Ohio may not transfer any unused or unpaid vacation time earned and/or accrued in the former full-time employ of the other political subdivision. Such employees hiring into the City on or after January 1, 2000 may not utilize their years of service with other political subdivisions for computing current vacation leave with the City except in accordance with Section 1.



**Section 3.**

Full-time employees hiring into the City who have retired from other political subdivisions or from the City may not transfer any accumulated Sick Leave or Vacation and may not obtain credit for their years of service prior to retirement for purposes of computing vacation or seniority for any purpose.

**Section 4.**

- A. Full-time employees transferring from one department of the City into another department of the City, or full-time employees who were previously employed by the City in any full-time capacity and subsequently become reemployed by the City, with the exception of retirees who are provided for in Section 3 hereof, may transfer all accumulated Sick Leave and vacation earned or accrued and not paid off, as well as years of employment for purposes of computing current vacation time. Prior employment in any seasonal or part-time capacity shall not qualify. Full-time employees who were previously employed by the City in any full-time capacity and subsequently become re-employed by the City on or after January 1, 2003, are not entitled to this benefit.

**Section 5.**

In no event shall any employee to who these provisions are applicable be entitled to credit or payment for any retroactive computation of or entitlement to benefits.

**ARTICLE 43  
WAGE AND STANDARDIZATION COMMITTEE**

**Section 1.**

Job descriptions in effect shall remain in effect. If changes in an established job description are to take place, the City shall notify the Union for the purpose of negotiating any such change.

**Section 2.**

In the event a new job classification is to be established, the City shall meet with the Union for the purpose of negotiating a job description and wage rate.

**Section 3.**

Not later than sixty (60) days after the effective date of this Agreement, a committee comprised of two (2) union representatives of Local 3449 and two (2) Department heads shall be established to meet during the term of this Agreement for the proposal of standardization of wage rates and job descriptions between the various departments. If no agreement can be reached, and the parties mutually agree, the matter will be referred to mediation using SERB or FMCS.

Meetings shall be held at mutually agreed times but not less than each ninety (90) days upon written notice of either party. Representatives of Ohio Council 8 and other City Representatives may also be involved in such committee meetings. Union representatives of Local 3449 shall not lose pay for attendance of meetings of this committee.

**ARTICLE 44  
PERSONNEL RECORD**

**Section 1.**

An employee shall have the right to inspect his personnel record upon notification to the Personnel Department. The employee may compile data and insert in said record a list of the documents he finds therein.

**Section 2.**

Upon request, an employee will receive copies of materials placed in his personnel file. Any material in the employee's personnel record which has not been seen, signed or a copy given to the employee or the Union will not be used against the employee. However, if the employee refuses to sign, no such limitation as indicated above will apply. Signing of any materials to be placed into an employee's personnel record will not indicate an agreement by the employee as to the contents of the material but does acknowledge he has seen it.

**Section 3.**

An accredited Union representative of AFSCME shall have the right to inspect an employee's personnel file upon reasonable notification to the City. City records, which are relevant to the Union processing a grievance, shall be furnished to the Union upon request.

**Section 4.**

- A. An employee shall be notified in writing if any person/entity other than employees of the City of Canton request to inspect and/or copy said employee's personnel record.
- B. This provision shall not delay or obviate the City of Canton's duty under Ohio Open Records Law to respond to a legal request to inspect and/or copy an employee's personnel record.

**ARTICLE 45  
LABOR MANAGEMENT COMMITTEE**

**Section 1.**

There shall be a Labor Management Committee composed of three (3) City and three (3) Union persons. They shall meet every two months or meet as often as the parties agree upon. The purpose of the meeting shall be to discuss matters affecting bargaining unit employees. The parties may agree on a predetermined agenda if they feel that it would be necessary. Matters which are unresolved may be submitted as grievances.

**ARTICLE 46  
WORK RULES**

**Section 1.**

Prior to the implementation of work rules or changes in existing work rules, such rule and/or changes shall be negotiated with the Union. The City shall only implement such work rules after an agreement has been reached with the Union or if impasse has been reached by the parties. Any dispute over the reasonableness of work rules may be submitted as a grievance.

Any work rule or regulation shall not conflict with provisions of this agreement.

**ARTICLE 47  
SAFETY AND HEALTH**

**Section 1.**

The City and the Union recognize their mutual obligation to ensure the safety and health of all employees pursuant to the provisions of Sub. H.B. 308 (OSHA Standards). The Labor Management Committee will address safety and health problems that arise in the work place, and will recommend solutions.

The City shall make reasonable provisions for the safety and health of the employees at all City facilities and during the hours of employment. All City facilities operated by the City shall be provided with adequate first aid equipment, and employees informed as to whom shall administer such first aid equipment. Proper heating, ventilating and sanitary facilities shall be provided by the City and kept in good condition by the City and employees. It is the intent of the City that all equipment shall be maintained in safe operating conditions at all times. An employee who becomes aware of unsafe equipment or operating conditions shall make the supervisor aware of such equipment or condition. Such equipment and/or condition shall be corrected within a reasonable period of time. Employees may also make a member(s) of the Labor Management Committee aware of such equipment or condition.

In the event an employee becomes ill or injured during working hours, paramedics shall be available to administer any medical treatment and medication which shall be without cost to the employee.

Employees agree to operate tools and equipment in a safe manner and to properly maintain them. Employees agree to follow procedures established for their safety.

An employee's bad faith refusal to work or alleged violations of safety rules, will be subject to the Disciplinary/Grievance procedures set forth in this Collective Bargaining Agreement. The employer's alleged discrimination or discharge against an employee for the exercise of any rights pursuant to H.B. 308 (OSHA Standards) may be brought under the Grievance procedures of this Contract.

**ARTICLE 48  
RESIDENCY REQUIREMENT**

There shall be no residency requirement.

**ARTICLE 49  
SEXUAL HARASSMENT**

**Section 1.**

The City agrees that employees shall not suffer sexual harassment at the work place. Such harassment is considered a violation of the 1964 Civil Rights Act.

**Section 2.**

The City agrees that complaints of sexual harassment may be brought directly to the Director of Human Resources or the Equal Employment Compliance Officer by the Union. Such complaint shall be investigated within twenty (20) days and a resolution of the complaint shall then be

submitted to the Union, in writing, within five (5) days of the investigation. In the event the matter is not satisfactorily resolved, or the City does not respond within time limits, the Union can submit such complaint directly to Step 3 of the Grievance Procedure.

**Section 3.**

Sexual harassment is defined as including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- A. Submission to the conduct is either an explicit or implicit term or condition of employment.
- B. Submission to, or rejection of the conduct, is used as the basis for employment decisions affecting the person who did the submitting or rejection.
- C. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

**Section 4.**

Sexual harassment includes a wide range of unwanted sexually directed behavior, including, but not limited to:

- assault
- physical abuse (touching, pinching, cornering)
- verbal abuse (propositions, lewd comments, sexual insults)
- visual abuse (leering or display of pornographic materials designed to embarrass or intimidate an employee)

Sexual harassment is not a consenting relationship between adults.

A record of the complaint and the findings will become a part of the complaint investigation record and the file will be maintained separately from the employee's Personnel File. It is understood that any person electing to utilize this complaint resolution procedure will be treated courteously and confidentially.

Any employee who is found, after appropriate investigation and due process, to have engaged in sexual harassment will be subject to discipline, up to and including discharge, pursuant to the terms of this policy, Local, State and Federal Law and this Collective Bargaining Agreement.

The registering of a complaint will not be used or held against the employee, nor will it have an adverse impact on the complaining individual's employment status, unless it is found to be falsification or perjury by a Court of Law or a governmental administrative agency.

**ARTICLE 50  
TRAINING PROGRAM**

**Section 1.**

In the event the City determines to establish training programs in specific classifications, in the bargaining unit, for the purpose of providing employees the necessary skill to perform work in more

skilled and higher paying classifications in order to advance themselves, the City agrees that such training programs will be established through negotiations with the Union.

**ARTICLE 51  
AFFIRMATIVE ACTION PROGRAM**

**Section 1.**

During the term of this agreement, the City agrees to discuss a program concerning affirmative action with the Union. Such matters may be made an agenda item in Labor/Management meetings.

**ARTICLE 52  
CREDIT UNION DEDUCTIONS**

The City agrees to payroll deductions for an employee designated credit union deductions when an employee has filed the proper authorization for such deductions.

**ARTICLE 53  
POLITICAL ACTIVITY**

**Section 1.**

- A. Recognizing the right of all citizens to engage in the electoral process and/or political activity, the City agrees that it shall not be considered a violation of this agreement nor cause for discipline or termination because of involvement of bargaining unit covered employees in the electoral process and/or political activity, except during normal shift time, excluding lunch and break times.
- B. Bargaining unit employees shall not engage in any political activity while on duty, wearing a uniform, or while in a City vehicle.
- C. Bargaining unit employees shall not run for any partisan City of Canton political office.
- D. No bargaining unit employee shall be required to participate in any political activity.

**ARTICLE 54  
EMPLOYEE EVALUATION**

**Section 1.**

Each employee shall be evaluated by his supervisor once each calendar year. Both the employee and the supervisor shall participate in all evaluations. The employee shall be given an opportunity to examine all evaluations and discuss the findings with his supervisor, and to sign the evaluation form to indicate that he has done so. In the event any employee refuses to sign an evaluation form, it shall be so noted on the evaluation form by the employee's supervisor and a witness. The employee shall receive a copy of the evaluation at the time of review.

**Section 2.**

Any additional comments, statements, or objections by the employee to the evaluation, may be submitted on an attached memorandum. Employees will receive a copy of all evaluations and memorandums. Such memorandums must be signed by the employee. Employee signature does not mean concurrence with the memorandum, only that the employee has seen and received a copy of the memorandum and evaluation.

**ARTICLE 55  
PAYCHECKS**

**Section 1.**

Pay days shall be no later than every other Friday. Paychecks shall be direct deposited or will be delivered by supervisors to the employees. If an employee gives notice as required by the Auditor, the employee may receive vacation pay in advance of vacation. Employees on sick leave or other paid leaves of absence who have paychecks coming, shall have such paychecks direct deposited, or mailed to their home, unless the employee has made other arrangements to receive the paycheck.

Beginning ninety (90) days from the date that this agreement is fully executed by all parties, all paychecks will, subject to the Auditor's discretion, be made by way of direct deposit.

**ARTICLE 56  
BARGAINING RIGHTS**

**Section 1.**

The City agrees that there are numerous things under Chapter 4117 of the Ohio Revised Code that the City is obligated to negotiate with the Union concerning wages, hours and the terms and conditions of employment. The City will comply with any and all laws concerning meeting and negotiating with the Union prior to implementing any changes.

**ARTICLE 57  
SAVINGS CLAUSE**

**Section 1.**

Should an article section or portion thereof of this agreement be held unlawful and unenforceable by a final court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. The parties agree to immediately meet and negotiate a substitute for the invalidated Article, Section or portion thereof.

All other Sections of the contract shall remain intact and in force.

**ARTICLE 58  
SUCCESSOR CLAUSE**

**Section 1.**

This Agreement shall be binding upon the successors and assigns of the parties hereto and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, sales, transfer, or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by any change of any kind in the legal status, ownership, or management of either party hereto.

**ARTICLE 59  
WAGE SCHEDULES**

**Section 1.**

Employees hired before May, 2011 will advance automatically through the steps every six (6) months until the top existing step is obtained. Employees hired in May, 2011, or thereafter shall proceed through the wage schedule as follows:

A. New hires shall proceed through the Step schedule as follows:

1. Step 1 – Start date to 12 months
2. Step 2 – After 12 months in Step 2 employee will move to Step 3
3. Step 3 - After 18 months in Step 3 employee will move to Step 4
4. Step 4 - After 18 months in Step 4 employee will move to Step 5

B. Current employees hired before May 2011 shall follow the steps pursuant to Article 21 – Promotions/Transfer/Temporary Transfers, and all employees hired in May 2011 that are reclassified through the bid process, the employee will be paid at the lowest step which provides the employee an increase in the rate of pay of at least three percent (3%), not to exceed the highest step in the new classification. The new employees in May 2011 and thereafter will advance automatically through any remaining steps consistent with the above Section 1–A from the effective date of the promotion until the top step is obtained.

Effective January 1, 2017 - All classifications and Steps shall receive a 0% wage increase.

In accordance with the provisions contained in Chapter 4117 of the Ohio Revised Code, the parties agree to meet and engage in wage schedules reopener negotiations for one or more possible amendments to this Article in contract year January 1, 2018 to December 31, 2018.

In accordance with the provisions contained in Chapter 4117 of the Ohio Revised Code, the parties agree to meet and engage in wage schedules reopener negotiations for one or more possible amendments to this Article in contract year January 1, 2019 to December 31, 2019.

**Wage Table Schedules:**

2017 Wages/Hired Prior to May 1, 2011	Step 1	Step 2	Step 3	Step 4	Step 5
Activities Specialist	\$13.52	\$14.51	\$15.60	\$17.43	\$19.32
Administrative Asst. II (Legal)	\$15.20	\$16.19	\$17.22	\$18.31	\$19.49
Administrative Clerk	\$13.84	\$15.14	\$15.76	\$17.02	\$18.91
Administrative Services Clerk	\$13.84	\$15.14	\$15.76	\$17.02	\$18.91
Administrative, Data Base Sys. & Op.	\$22.98	\$24.35	\$25.68	\$28.45	\$30.81
Analyst	\$20.32	\$21.61	\$22.57	\$25.46	\$27.70
Analyst Programmer	\$18.21	\$19.04	\$20.01	\$22.96	\$25.09
Applications Development Admin.	\$22.98	\$24.35	\$25.68	\$28.45	\$30.81
Assistant Cashier	\$13.24	\$14.54	\$15.16	\$16.42	\$18.31
Assistant Computer Technician	\$15.76	\$16.98	\$17.97	\$19.42	\$21.41
Assistant Electrical Inspector	\$17.12	\$17.72	\$18.53	\$20.38	\$22.38
Assistant HVAC Inspector	\$17.12	\$17.72	\$18.53	\$20.38	\$22.38

2017 Wages/Hired Prior to May 1, 2011	Step 1	Step 2	Step 3	Step 4	Step 5
Assistant Office Manager	\$15.62	\$16.91	\$17.79	\$19.14	\$21.08
Assistant Plumbing Inspector	\$17.12	\$17.72	\$18.53	\$20.38	\$22.38
Assistant Supervisor of Word Proc.	\$15.76	\$16.98	\$17.97	\$19.42	\$21.41
Audit Clerk	\$10.69	\$11.26	\$12.50	\$13.89	\$15.60
Bookkeeper	\$14.10	\$15.04	\$16.34	\$17.85	\$19.75
Building Inspector	\$19.54	\$20.98	\$22.47	\$24.85	\$27.06
Building Inspector Technician	\$19.54	\$20.98	\$22.47	\$24.85	\$27.06
Cashier/Word Processor	\$13.84	\$15.14	\$15.76	\$17.02	\$18.91
Civil Engineering Tech I	\$16.69	\$17.76	\$18.84	\$20.68	\$22.68
Civil Engineering Tech II	\$18.36	\$19.25	\$21.60	\$22.90	\$24.98
Civil Engineering Tech III	\$19.41	\$20.41	\$22.78	\$24.06	\$26.15
Civil Engineering Tech IV	\$20.19	\$21.26	\$23.94	\$25.23	\$28.12
Civil Engineering Tech V	\$24.77	\$25.77	\$26.78	\$27.85	\$28.99
Clerk (PT) (Admin.)	\$9.05	\$10.08	\$11.19	\$12.70	\$14.40
Clerk (PT) (Income Tax)	\$10.12	\$10.69	\$11.26	\$13.02	\$15.03
Clerk (PT) (Treasurer)	\$9.05	\$10.05	\$11.04	\$12.55	\$14.21
Code Enforcement Officer 1-Certified	\$19.31	\$20.91	\$21.75	\$23.56	\$25.09
Code Enforcement Officer I	\$19.38	\$19.96	\$20.78	\$22.63	\$24.63
Computer Network Engineer	\$29.57	\$31.40	\$32.68	\$35.40	\$38.66
Computer Operator	\$12.60	\$13.34	\$14.58	\$16.41	\$18.24
Computer Technician Serviceman	\$23.80	\$25.53	\$26.73	\$29.35	\$32.45
Construction Coordinator-CED	\$19.31	\$20.91	\$21.75	\$23.56	\$25.09
Contract Coordinator	\$19.31	\$20.91	\$21.75	\$23.56	\$25.09
Criminalistics Assistant	\$11.88	\$12.58	\$13.81	\$15.59	\$17.40
Customer Service Clerk	\$13.29	\$13.66	\$14.05	\$15.01	\$16.84
Data Librarian/Data Entry	\$10.28	\$10.85	\$12.09	\$13.56	\$15.25
Deputy Auditor I	\$16.83	\$17.99	\$19.22	\$21.57	\$23.85
Deputy Auditor II	\$16.05	\$16.69	\$17.39	\$18.78	\$20.90
Deputy Treasurer I	\$16.83	\$17.99	\$19.22	\$21.57	\$23.85
Deputy Treasurer II	\$16.05	\$16.69	\$17.39	\$18.78	\$20.90
Electrical Inspector	\$19.54	\$20.98	\$22.47	\$24.85	\$27.06
Fair Housing & E.O. Technician	\$14.48	\$15.38	\$16.59	\$18.52	\$20.47
Float Computer Operator	\$12.60	\$13.34	\$14.58	\$16.41	\$18.24
Housing Program Manager	\$19.97	\$21.59	\$22.50	\$24.40	\$26.10
HVAC Inspector	\$19.54	\$20.98	\$22.47	\$24.85	\$27.06
Impound Lot Attendant	\$10.70	\$12.37	\$14.10	\$16.41	\$18.17
Information Clerk	\$13.29	\$13.66	\$14.05	\$15.01	\$16.84
Intern I	\$11.23	\$11.83	\$13.06	\$14.43	\$16.17
Legal Secretary II	\$13.29	\$13.66	\$14.05	\$15.01	\$16.84
License Records Technician	\$12.92	\$13.67	\$14.93	\$17.02	\$18.91
Litter Control Coordinator	\$13.94	\$14.77	\$16.01	\$19.04	\$21.00
Loan/Grant Processor	\$16.62	\$18.25	\$19.01	\$20.58	\$22.58
Network Technician	\$19.02	\$19.71	\$20.82	\$23.81	\$25.95
Personnel Analyst	\$15.76	\$16.98	\$17.97	\$19.42	\$21.41
Planning and Development Analyst	\$19.97	\$21.59	\$22.50	\$24.40	\$26.10
Planning and Management Analyst	\$19.31	\$20.91	\$21.75	\$23.56	\$25.09
Planning Technician	\$14.97	\$15.85	\$17.06	\$19.05	\$21.08
Plumbing Inspector	\$19.54	\$20.98	\$22.47	\$24.85	\$27.06
Prevailing Wage Coordinator	\$19.31	\$20.91	\$21.75	\$23.56	\$25.09
Program Supervisor	\$20.80	\$22.12	\$23.03	\$25.95	\$28.22
Program/Project Coordinator	\$19.31	\$20.91	\$21.75	\$23.56	\$25.09
Program/Project Technician	\$14.48	\$15.38	\$16.59	\$18.52	\$20.47



2017 Wages/Hired Prior to May 1, 2011	Step 1	Step 2	Step 3	Step 4	Step 5
Programmer I	\$15.76	\$16.98	\$17.97	\$19.42	\$21.41
Project Manager	\$19.97	\$21.59	\$22.50	\$24.40	\$26.10
Purchasing Officer I	\$18.63	\$18.90	\$19.34	\$19.81	\$21.42
Purchasing Officer II	\$12.82	\$13.42	\$14.83	\$16.51	\$18.35
Senior and/or Lead Computer Opr.	\$14.03	\$15.02	\$16.24	\$18.14	\$20.08
Senior Bookkeeper	\$14.60	\$15.54	\$16.84	\$18.35	\$20.25
Senior Code Enforcement Officer	\$22.12	\$22.67	\$23.49	\$25.37	\$27.39
Senior Data Base Administrator	\$34.01	\$34.69			
Senior Intern	\$11.99	\$12.66	\$13.72	\$15.01	\$16.84
Tax Auditor/Collector I	\$16.83	\$17.99	\$19.22	\$21.76	\$23.85
Tax Auditor/Collector II	\$16.05	\$16.69	\$17.39	\$18.78	\$20.90
Tax Examiner/Collector	\$16.05	\$16.69	\$17.39	\$18.78	\$20.90
Utility Account Clerk	\$14.39	\$14.79	\$15.19	\$16.20	\$18.06
Utility Billing Specialist	\$14.95	\$16.30	\$16.98	\$18.28	\$20.25
Zoning Inspector	\$17.33	\$19.52	\$20.41	\$22.32	\$24.44

2017 Wages/Hired On or After May 1, 2011	Step 1	Step 2	Step 3	Step 4	Step 5
Activities Specialist	\$13.10	\$14.07	\$15.11	\$16.88	\$19.32
Administrative Asst. II (Legal)	\$14.72	\$15.68	\$16.67	\$17.73	\$19.49
Administrative Clerk	\$13.40	\$14.66	\$15.27	\$16.49	\$18.91
Administrative Services Clerk	\$13.40	\$14.66	\$15.27	\$16.49	\$18.91
Administrative, Data Base Sys. & Op.	\$22.27	\$23.57	\$24.89	\$27.55	\$30.81
Analyst	\$19.68	\$20.92	\$21.86	\$24.65	\$27.70
Analyst Programmer	\$17.64	\$18.43	\$19.39	\$22.25	\$25.09
Applications Development Admin.	\$22.27	\$23.57	\$24.89	\$27.55	\$30.81
Assistant Cashier	\$12.80	\$14.06	\$14.67	\$15.89	\$18.31
Assistant Computer Technician	\$15.27	\$16.45	\$17.40	\$18.80	\$21.41
Assistant Electrical Inspector	\$16.59	\$17.16	\$17.95	\$19.74	\$22.38
Assistant HVAC Inspector	\$16.59	\$17.16	\$17.95	\$19.74	\$22.38
Assistant Office Manager	\$15.14	\$16.37	\$17.23	\$18.54	\$21.08
Assistant Plumbing Inspector	\$16.59	\$17.16	\$17.95	\$19.74	\$22.38
Assistant Supervisor of Word Proc.	\$15.27	\$16.45	\$17.40	\$18.80	\$21.41
Audit Clerk	\$10.35	\$10.91	\$12.10	\$13.45	\$15.60
Bookkeeper	\$13.63	\$14.56	\$15.80	\$17.28	\$19.75
Building Inspector	\$18.93	\$20.32	\$21.77	\$24.05	\$27.06
Building Inspector Technician	\$18.93	\$20.32	\$21.77	\$24.05	\$27.06
Cashier/Word Processor	\$13.40	\$14.66	\$15.27	\$16.49	\$18.91
Civil Engineering Tech I	\$16.17	\$17.21	\$18.25	\$20.01	\$22.68
Civil Engineering Tech II	\$17.79	\$18.65	\$20.91	\$22.19	\$24.98
Civil Engineering Tech III	\$18.79	\$19.77	\$22.06	\$23.33	\$26.15
Civil Engineering Tech IV	\$19.56	\$20.59	\$23.19	\$24.43	\$28.12
Civil Engineering Tech V	\$23.98	\$24.95	\$25.95	\$26.98	\$28.99
Clerk (PT) (Admin.)	\$8.77	\$9.76	\$10.83	\$12.30	\$14.40
Clerk (PT) (Income Tax)	\$9.82	\$10.35	\$10.91	\$12.60	\$15.03
Clerk (PT) (Treasurer)	\$8.77	\$9.73	\$10.70	\$12.15	\$14.21
Code Enforcement Officer 1-Certified	\$18.71	\$20.27	\$21.05	\$22.83	\$25.09
Code Enforcement Officer I	\$18.76	\$19.32	\$20.12	\$21.91	\$24.63
Computer Network Engineer	\$28.64	\$30.41	\$31.66	\$34.30	\$38.66
Computer Operator	\$12.20	\$12.92	\$14.12	\$15.90	\$18.24
Computer Technician Serviceman	\$23.03	\$24.74	\$25.92	\$28.44	\$32.45
Construction Coordinator-CED	\$18.71	\$20.27	\$21.05	\$22.83	\$25.09
Contract Coordinator	\$18.71	\$20.27	\$21.05	\$22.83	\$25.09

2017 Wages/Hired On or After May 1, 2011	Step 1	Step 2	Step 3	Step 4	Step 5
Criminalistics Assistant	\$11.52	\$12.18	\$13.37	\$15.10	\$17.40
Customer Service Clerk	\$12.87	\$13.23	\$13.61	\$14.54	\$16.84
Data Librarian/Data Entry	\$9.96	\$10.52	\$11.71	\$13.13	\$15.25
Deputy Auditor I	\$16.29	\$17.43	\$18.63	\$20.89	\$23.85
Deputy Auditor II	\$15.56	\$16.17	\$16.85	\$18.20	\$20.90
Deputy Treasurer I	\$16.29	\$17.43	\$18.63	\$20.89	\$23.85
Deputy Treasurer II	\$15.56	\$16.17	\$16.85	\$18.20	\$20.90
Electrical Inspector	\$18.93	\$20.32	\$21.77	\$24.05	\$27.06
Fair Housing & E.O. Technician	\$14.03	\$14.90	\$16.07	\$17.93	\$20.47
Float Computer Operator	\$12.20	\$12.92	\$14.12	\$15.90	\$18.24
Housing Program Manager	\$19.33	\$20.90	\$21.80	\$23.63	\$26.10
HVAC Inspector	\$18.93	\$20.32	\$21.77	\$24.05	\$27.06
Impound Lot Attendant	\$10.36	\$12.00	\$13.65	\$15.90	\$18.17
Information Clerk	\$12.87	\$13.23	\$13.61	\$14.54	\$16.84
Intern I	\$10.88	\$11.46	\$12.64	\$13.97	\$16.17
Legal Secretary II	\$12.87	\$13.23	\$13.61	\$14.54	\$16.84
License Records Technician	\$12.53	\$13.24	\$14.46	\$16.49	\$18.91
Litter Control Coordinator	\$13.50	\$14.31	\$15.51	\$18.43	\$21.00
Loan/Grant Processor	\$16.10	\$17.68	\$18.40	\$19.94	\$22.58
Network Technician	\$18.41	\$19.09	\$20.17	\$23.04	\$25.95
Personnel Analyst	\$15.27	\$16.45	\$17.40	\$18.80	\$21.41
Planning and Development Analyst	\$19.33	\$20.90	\$21.80	\$23.63	\$26.10
Planning and Management Analyst	\$18.71	\$20.27	\$21.05	\$22.83	\$25.09
Planning Technician	\$14.50	\$15.36	\$16.53	\$18.44	\$21.08
Plumbing Inspector	\$18.93	\$20.32	\$21.77	\$24.05	\$27.06
Prevailing Wage Coordinator	\$18.71	\$20.27	\$21.05	\$22.83	\$25.09
Program Supervisor	\$20.15	\$21.41	\$22.32	\$25.12	\$28.22
Program/Project Coordinator	\$18.71	\$20.27	\$21.05	\$22.83	\$25.09
Program/Project Technician	\$14.03	\$14.90	\$16.07	\$17.93	\$20.47
Programmer I	\$15.27	\$16.45	\$17.40	\$18.80	\$21.41
Project Manager	\$19.33	\$20.90	\$21.80	\$23.63	\$26.10
Purchasing Officer I	\$18.03	\$18.31	\$18.74	\$19.19	\$21.42
Purchasing Officer II	\$12.42	\$13.01	\$14.36	\$15.99	\$18.35
Senior and/or Lead Computer Opr.	\$13.60	\$14.55	\$15.73	\$17.56	\$20.08
Senior Bookkeeper	\$14.13	\$15.06	\$16.30	\$17.78	\$20.25
Senior Code Enforcement Officer	\$21.41	\$21.95	\$22.76	\$24.56	\$27.39
Senior Data Base Administrator	\$32.95	\$34.69			
Senior Intern	\$11.60	\$12.26	\$13.29	\$14.54	\$16.84
Tax Auditor/Collector I	\$16.29	\$17.43	\$18.63	\$21.07	\$23.85
Tax Auditor/Collector II	\$15.56	\$16.17	\$16.85	\$18.20	\$20.90
Tax Examiner/Collector	\$15.56	\$16.17	\$16.85	\$18.20	\$20.90
Utility Account Clerk	\$13.93	\$14.33	\$14.71	\$15.69	\$18.06
Utility Billing Specialist	\$14.48	\$15.79	\$16.45	\$17.71	\$20.25
Zoning Inspector	\$16.79	\$18.90	\$19.77	\$21.63	\$24.44

## **Section 2. Wage Adjustment**

- A. **Assistant Cashier** - Employee(s) in this classification shall be paid \$.60/hour less than that of classification of Cashier/Word Processor for each step of the wage schedule.
- B. **Bookkeeper** - Employee(s) in this classification shall be paid \$.50/hour less than that of classification of Senior Bookkeeper for each step of the wage schedule.

- C. Two information clerks, or one administrative clerk if only information clerk is available, shall be assigned the duties of processing impounds/tickets for the Police Department. This shall be offered by seniority and the two employees performing the work will receive a premium pay of \$.75/hour which is not included in the base pay.

**Section 3.**

The city will have the flexibility to bring employees into the bargaining unit at a step in the wage schedule based upon the employee's background and experience. No employee may be brought in at the maximum pay step. No employee may be brought in at a rate equal to or greater than any employee in the same job classification unless current employees in the same job classification have their pay adjusted to the same rate as the newly hired employee.

**ARTICLE 60  
LUNCH AND BREAK ROOM FACILITIES**

**Section 1.**

Each department shall be responsible for making the necessary arrangement for employee's lunch and break room facilities. If no facilities are available, employees shall be permitted lunch and/or refreshments at their individual desks during lunch and break periods.

**ARTICLE 61  
FLEX TIME SHIFTS**

**Section 1.**

Flex time shifts currently in effect shall remain in effect in departments and classifications where they are currently established.

In the event it becomes necessary to change flex time schedules, the City and Union shall meet to discuss this matter. Any changes shall not be made in an arbitrary manner.

Any overtime under the flex time schedule must be authorized.

**ARTICLE 62  
APPLICATION OF CIVIL SERVICE LAW, RULES AND REGULATIONS**

**Section 1.**

Except for the conduct and grading of Civil Service examinations, the rating of candidates, the establishment of eligibility lists from the examinations, and the original appointments from the eligibility lists, the Civil Service laws contained in Revised Code Section 124, and Canton Civil Service Commission Rules and Regulations, shall not apply to employees in the bargaining unit covered by terms and provisions of this Agreement. It is expressly understood that the Civil Service Commission, the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit or this Agreement, except that complete lists or persons having passed Civil Service examinations must be provided to the employer, when requested, for selection of original appointments.

**ARTICLE 63  
INJURY LEAVE**

Employees in the following classifications may apply for Injury Leave:

Assistant Computer Technician	Construction Coordinator - CED
Assistant Heating Ventilation and Air Conditioning Inspector	Computer Network Engineer
Assistant Electrical Inspector	Electrical Inspector
Assistant Plumbing Inspector	Housing Program Manger
Building Inspector	Heating Ventilation and Air Conditioning Inspector
Civil Engineering Technician I	Impound Lot Attendant
Civil Engineering Technician II	Network Technician
Civil Engineering Technician III	Prevailing Wage Coordinator
Civil Engineering Technician IV	Plumbing Inspector
Civil Engineering Technician V	Senior Code Enforcement Officer
Code Enforcement Officer I	Zoning Inspector

If an employee has a certified and compensable job-related injury the employee may apply for injury leave provided that:

- A. The injury sustained occurs while performing a duty or duties exclusive to the field portion of his/her position

AND

- B. The injury sustained is a result of a duty or duties unique to his/her position.

If approved, the employee will be paid their full regular wage for a period not to exceed 12 weeks. An employee who receives injury leave payments will not be eligible for concurrent Temporary Total disability payments from the Bureau of Workers' Compensation. Employees on injury leave must provide physician's certificates on forms provided by the City.

**ARTICLE 64  
UNION ORIENTATION**

Once each month the President shall be scheduled by the City to meet with all employees hired the prior month for one (1) hour duration, to inform said employees of functions of AFSCME Local 3449. City facilities shall be made available for this purpose.

**ARTICLE 65  
ABSENTEEISM PROVISION**

**Section 1.**

An incident of absence is any day, consecutive days or part of a day (two (2) hours or more) that an employee is not at work other than personal day, holiday, vacation, compensatory time, jury duty, court appearance (if subpoenaed), approved leave of absence, injury leave, pre-approved absence of one (1) day or less due to a doctor's appointment, or bereavement leave (including that which is charged to sick leave), union time or hospitalization.

**Section 2.**

- A. Pre-arranged absence of one (1) day or less for doctor's or dentist's appointments will not be charged as an absence occurrence providing the employee supplied documentation to support the appointment or visit and shall not be used against an employee's good Attendance Bonus Day.
  
- B. Subject to the qualifications of the respective Articles governing Vacation and Personal Holiday, employees may use Vacation or Personal Holiday in lieu of Sick Time in order to avoid excessive occurrences.

**Section 3.**

Employees must provide a physician's certificate for any absence extending for four (4) or more scheduled workdays.

**Section 4.**

Employees shall be disciplined for the respective number of incidents of absenteeism that occur within a 12-month rolling calendar in accordance with the following schedule:

Six (6) incidents	counsel the employee (document the session)
Seven (7) incidents	verbal warning (document the session)
Eight (8) incidents	written warning
Nine (9) incidents	one (1) day penalty - work at 80% of normal wage
Ten (10) incidents	five (5) day penalty - work at 70% of normal wage
Eleven (11) incidents	twenty (20) day penalty - work at 50% of normal wage
Twelve (12) incidents	termination

**Section 5.**

All sessions from the sixth (6th) occurrence and beyond will require that the Union be notified prior to the session.

Every reasonable effort will be made to impose discipline on an employee for an incident prior to discipline being imposed at the next step.

**Section 6.**

- A. "**Pattern Abuse**" shall constitute grounds for discipline, apart from and/or in addition to Section 4. Pattern abuse consists of, but is not limited to, absenteeism as evidenced by a frequency or pattern contiguous with or related to holidays, weekends, paydays or other discernible events, and/or consistent or regular usage of available Sick Leave.
  
- B. Employees shall be disciplined according to the following schedule for violation of Pattern Abuse:
  - 1. First time Violation - 60% of pay for 5 days (3 days)\*
  - 2. Second Violation - 50% of pay for 20 days (10 days)\*
  - 3. Third Violation - Termination

- \* Employees will be given the option of reducing their vacation and/or compensatory balance by the number of days indicated. However, the employee's record will indicate the time as a disciplinary suspension.

C. Pattern Abuse will be reviewed on a twenty-four (24) month rolling calendar basis.

D. The "Pattern Abuse" policy shall be consistently applied by the Appointing Authority in accordance with the provisions contained in this article.

**Section 7. Good Attendance Bonus**

An employee shall be given bonus days provided he/she had utilized sick pay benefits in the previous calendar year in accordance with the Bonus Day Table set forth below unless otherwise provided for herein:

0 1 2 Sick Days Taken (or fraction thereof)	
2 1 0 Available Bonus Days	

Use of Good Attendance Bonus days must conform to the rules established under Article 25 (Vacation).

Employees shall not be given bonus days if he/she had utilized more than five (5) days of Injury Leave pay, or any utilization of Continued Disability Benefits, and/or any utilization of any type of Leave/Absence without pay in the previous calendar year. Any Unpaid Suspensions in the previous calendar year will also disqualify an employee from Bonus Days.

**Section 8. Tardiness Provision**

- A. If an employee is late at least one (1) minute, but less than two (2) hours, it will count as a tardy incident rather than an absenteeism occurrence and the employee will be docked accordingly.
- B. If an employee is late two (2) hours or more, it will count as an absenteeism occurrence and the employee will be docked accordingly.
- C. If an employee is late 30 minutes or more, it is at the discretion of the Department Head whether the employee works that day and is docked accordingly or is sent home and docked for the entire day.
- D. Employees shall be disciplined for the respective number of incidents of tardiness that occur within a 12-month rolling calendar in accordance with the following schedule:

Seven (7) incidents	counsel the employee (document the session)
Eight (8) incidents	verbal warning (document the session)
Nine (9) incidents	written warning
Ten (10) incidents	one (1) day penalty - work at 80% of normal wage
Eleven (11) incidents	five (5) day penalty - work at 70% of normal wage
Twelve (12) incidents	ten (10) day penalty - work at 60% of normal wage
Thirteen (13) incidents	twenty (20) day penalty - work at 50% of normal wage
Fourteen (14) incidents	termination

All discipline from the seventh (7) incident and beyond will require that the Union be notified of the Employer's actions and receive a copy of the discipline.

Every reasonable effort will be made to impose discipline on an employee for an incident prior to discipline being imposed at the next step.

## **ARTICLE 66 GRIEVANCE MEDIATION**

### **Section 1.**

- A. All grievances which have been appealed to arbitration will be referred to mediation unless either party determines not to mediate a particular grievance. Arbitration scheduling will give priority to cases which have first been to mediation.
- B. The parties shall mutually agree to a panel of mediators to serve in the capacity of grievance mediators. Panel members must be experienced mediators and/or arbitrators with mediatory skills. Mediation panel members may not serve as arbitrators.
- C. Each member of the mediator panel will be asked to provide a schedule of available dates and cases will be scheduled in a manner which assures that the mediator will be able to handle multiple cases on each date, unless otherwise mutually agreed. The parties agree not to hear more than five (5) cases a day. Mediation shall be scheduled on a rotating basis among the panel members to the extent schedules allow.
- D. The grievant or steward, as designated by the Union, shall have the right to be present at the mediation conference. Each party may have no more than two representatives as a participant in the mediation effort. Persons representing the parties shall be vested with full authority to resolve the issues being considered.
- E. The mediator may employ all of the techniques commonly associated with mediation, including private caucuses with the parties, but the taking of oaths and the examination of witnesses shall not be permitted and no verbatim record of the proceeding shall be taken. The purpose of the mediation effort is to reach a mutually agreeable resolution of the dispute and there will be no procedural constraints regarding the review of facts and arguments. There shall be no formal evidence rules. Written materials presented to the mediator will be returned to the party at the conclusion of the mediation meeting.
- F. Mediation efforts will be informal in nature and shall not include written opinions or recommendations from the mediator. In the event that a grievance that has been mediated is appealed to arbitration, there shall be no reference in the arbitration proceeding to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing. Nothing said or done by either party for the first time in the mediation conference may be used against it in arbitration.
- G. At the mediation conference the mediator shall first seek to assist the parties in reaching a mutually satisfactory settlement of the grievance which is within the parameters of the

collective bargaining agreement. If a settlement is reached, a settlement agreement will be entered into at the mediation conference. The mediator shall not have the authority to compel the resolution of a grievance.

- H. If a grievance remains unresolved at the end of the mediation session the mediator will provide an advisory opinion as to how the grievance is likely to be decided if it is presented at arbitration. This opinion is non-binding and inadmissible in any subsequent arbitration proceeding.
- I. If the parties do not accept the advisory opinion of the mediator, the Union may appeal the grievance to arbitration. All applicable time limits for appealing a grievance to arbitration contained in the parties collective bargaining agreement shall commence on the day the Union receives the mediator's advisory opinion.
- J. The dates, times and places of mediation sessions will be determined by mutual agreement of the parties. Each party shall designate a representative responsible for scheduling mediation sessions.

**Section 2.**

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

**ARTICLE 67  
CONTINUING EDUCATION INCENTIVE**

**Section 1.**

The City shall reimburse employees who attend an accredited degree-granting college or university, one-half the cost of tuition for one (1) course per quarter or semester subject to the following criteria:

- A. Prior approval of the Mayor or his/her designee.
- B. Identification of the course for which reimbursement is requested.
- C. The course of study must be related to the employee's current City job, duty, function.
- D. A minimum grade of "C" or its equivalent must be achieved.

**Section 2.**

Subject to the requirement of Section 1 A, B and D above, an employee shall be reimbursed 10% of the tuition of one (1) course per quarter or semester or C.E.U. (Continuing Education Units) for a course of study related to a classification to which the employee is eligible to bid on. The employee will be reimbursed an additional 40% for said course(s) if within two years of completion of said course(s) the employee bids into and obtains a job which said course(s) is/are directly related.

At the time of approval of reimbursement for course work under this section, a statement naming the job classification(s) which would be directly related to the subject course of study will be prepared and made a part of the employee's personnel file.



**Section 3.**

An employee may be reimbursed for a maximum of one (1) course per quarter or semester pursuant to Section 1 and 2 above.

**Section 4.**

An employee must be employed by the City on a full-time basis for at least twenty-four (24) consecutive months prior to being eligible for this incentive.

**Section 5.**

In the event that the employee leaves City employment (except for layoffs, disability, or death) within twelve (12) months of completing the aforementioned reimbursed course work, the amount paid as reimbursement during the said twelve (12) months shall be repaid to the City by the employee through payroll deduction(s) from the employee's final pay check.

**ARTICLE 68  
AFSCME (P.E.O.P.L.E.) DEDUCTIONS**

The Employer agrees to deduct voluntary contributions to Public Employees Organized for Political Legislative Equality (P.E.O.P.L.E.). Deductions shall be submitted to the Union pursuant to the authorization card, no later than the tenth (10th) day following deductions. The Union shall be furnished an alphabetical listing of employees having political deductions made at the time the contributions are submitted to the Union. The Union agrees to cover the City's reasonable and customary administrative costs for establishing said deductions.

**ARTICLE 69  
MISCELLANEOUS PROVISIONS**

**Section 1. Crime Laboratory**

New candidates for the position of Criminalistics Assistant in the Crime Laboratory shall be required to undergo an extensive background investigation, and successful completion of a drug screening evaluation and Polygraph examination prior to being awarded the position.

**Section 2. Float Computer Operator**

The Float Computer Operator will receive \$.43 per hour increase in base rate when not on a regularly scheduled shift.

**Section 3. Bargaining Unit Disputes**

- A. The City at times establishes new classifications, abolishes classifications and changes titles. At least ten (10) days prior to the date it plans to implement any of the actions set forth above it will notify AFSCME. With the notice of intent, the City will provide AFSCME with the following information, if available and relevant:
  - 1. Name of old and/or new classification(s).
  - 2. Department affected.
  - 3. Job description of new classification.
  - 4. Name of employee(s) affected.
  - 5. Classification of employee(s) affected.
  - 6. Organizational chart.

- B. Should the parties be unable to resolve the unit question, the City will, upon request, or on its own, supply any additional information necessary and relevant to resolve the dispute.
- C. The City will notify AFSCME as follows each time it hires a seasonal or casual employee it would exclude from the unit:
1. Name of employee.
  2. Date of original hire and most recent employment.
  3. Department where employee will work.
  4. Work employee is to perform or job classification assigned.
  5. Anticipated length of employment and weekly hours of work.
  6. Date employment is terminated.
- D. Should a designated seasonal or casual employee exceed the limits of seasonal or casual status, the City will notify the appropriate Local Union and Ohio Council 8 and place the employee in a bargaining unit classification, absent mutual written agreement to extend the seasonal or casual status.

**Section 4. Previous Active Classifications**

- A. The classifications set forth hereafter have been removed from the bargaining unit coverage on the representation of the City that the classification has either been abolished or it is no longer used. The City agrees should the classification be re-established or filled in the future, the classification will be returned to bargaining unit inclusion. The classifications are:

Administrative Assistant I	Auditor II
Administrative Assistant II	Auditor III
Administrative Secretary I	Building Inspector III
Administrative Secretary (Machine Operator)	Cashier III
Audit Accountant I (Machine Operator)	Cashier IV
Audit Accountant II (Machine Operator)	Cashier V
Audit Accountant III	Chief Clerk
Audit Accountant IV (Machine Operator)	Clerk
Audit Accountant V (Machine Operator)	Clerk II
Audit Clerk I (Machine Operator)	Clerk III
Clerk IV	Housing Development Specialist
Clerk V	Housing Officer I
Clerk Steno II	Housing Officer II
Clerk Steno III	Information Clerk/Receptionist
Clerk Steno IV	Legal Secretary
Clerk Steno V	Legal Secretary I
Consumer Inspector	Loan Officer
Control Clerk	Loan Officer I
Contract Coordinator	Micro Programmer
Control Clerk/Computer Operator	Negotiator
Data Entry Clerical	Personnel Assistant; Payroll
Data Entry Clerk	Personnel Technician
Deputy Auditor (Machine Operator)	Planning Litter Control Coordinator
Economic Development Specialist	Probation Steno III
Energy Resources Coordinator	Procurement Clerk I
Engineering Draftsman II	Procurement Clerk II
Engineering Draftsman III	Program Specialist

Programmer II  
Recreation Supervisor  
Rehabilitation Supervisor  
Rehabilitation Technician  
Route & Program Coordinator  
Senior Clerk  
Staff Coordinator

Senior Planner I  
Senior Planner II  
Utility Audit Accountant  
Utility Audit Accountant I  
Utility Office Manager  
Warm Air Heating Inspector  
Word/Data Processing Trainer

- B. The parties recognize that the classifications listed herein will be subject to change which shall be by mutual agreement, i.e., classifications may be added or deleted. The parties agree that this section is subject to all provisions of the Collective Bargaining Agreement.

### **Section 5. Early Retirement Buy-Out (PERS)**

AFSCME Local 2937, AFSCME Local 3449, AFSCME Ohio Council 8 and the City of Canton hereby agree to defer discussion on the issue of PERS Early Retirement Buy-Out for bargaining unit employees; however, should the parties reach an agreement, after such discussion, it is further agreed that prior to "implementation" or "adoption" of a new procedure, the agreement must be submitted to the respective units and to Canton City Council for ratification.

### **Section 6. Inspector Classifications**

- A. The positions of Building Inspector, Building Inspector Technician, Electrical Inspector, Assistant Electrical Inspector, HVAC Inspector, Assistant HVAC Inspector, Plumbing Inspector and Assistant Plumbing Inspector, require additional State of Ohio certification beyond the requirements of other bargaining unit classification.
- B. Newly hired employees filling the above-listed classifications shall be promoted to the highest wage step upon successful completion of their 90-day probationary period.
- C. Current bargaining unit employees who achieve the requisite State certification and who have competitively bid into the above positions shall be promoted to the highest wage step upon successful completion of a 40 actual working day trial period pursuant to Article 21 of the Collective Bargaining Agreement unless they are already being compensated at the highest wage step level.

### **Section 7. Individual Surety Bonds**

All employees in the following full-time positions in the Treasurer's Office and Income Tax Department, must be bondable by an individual surety bond for the faithful performance of their duties:

Deputy Treasurer I	Bookkeeper
Deputy Treasurer II	Cashier/Word Processor
Tax Auditor/Collector I	Senior Intern
Tax Auditor/Collector II	Assistant Cashier
Tax Examiner/Collector	Intern
Senior Bookkeeper	

### **Section 8. Commercial & Residential Inspector (Casual/Seasonal)**

- A. The position of Commercial & Residential Inspector (Casual/Seasonal) is a temporary position, which is utilized on an emergency basis when licensed inspectors of the Building/Code Department are absent from work due to illness, vacation, etc.

- B. The position of Commercial & Residential Inspector (Casual/Seasonal) is also utilized due to vacancies created by resignations or retirements while the permanent, full time licensed inspector positions are posted via the Job Bid process and/or the Civil Service Examination process.
- C. The parties hereby agree to waive the prescribed maximum number of weeks and hours stipulated in Article 2, Recognition, Section 1: Included, provided that the City makes a “good faith” effort in filling the full time vacancies through the Bidding Process and/or Civil Service Examination process.
- D. The City agrees to keep the Union informed of the status of all Commercial & Residential Inspector (Casual/Seasonal) utilized beyond the prescribed maximum number of hours and weeks stipulated in Article 2, Recognition, Section 1: Included.

**Section 9. Work Schedule - Utility Account Clerk (Water Department - Meter Room)**

The normal work schedule during the year for Utility Account Clerk is Monday through Friday from 7:30 a.m. to 4:00 p.m.

**Section 10. Income Tax**

- A. **Entry Level Examination** - A testing instrument designed to measure the required knowledge, skills and abilities related to the Tax Auditor II/Collector and Tax Examiner positions in the Income Tax Department will be jointly developed by the Union and the City (see below). All persons seeking employment in these positions must meet the minimum qualifications set forth in the job description and pass this examination. The minimum passing score will be 70% correct.

**B. Skills Assessment Examination**

- 1. Tax Auditor/Collector II and Tax Examiners

A Testing instrument to be used as a measure of required knowledge, skills and abilities to find the strengths and weaknesses of current employees. The results will be used as a gauge of the need for training and evaluation. The City will pay for any mandated training of employees.

- 2. Tax Auditor/Collector I

A testing instrument to be used as a measure of required knowledge, skills and abilities to find the strengths and weaknesses of current employees. The results will be used as a gauge of the need for training and evaluation. The City will pay for any mandated training of employees.

- C. **Promotional Examination** - Employees must meet the minimum qualifications for the classification of Tax Auditor/Collector I. To qualify to take this examination an individual must be a current employee of the Income Tax Department who has held the position of Tax Auditor/Collector II or Tax Examiner for a minimum of eighteen consecutive months immediately prior to the date of the vacancy.

The Treasurer and Union will jointly develop tests which are relevant to the position being tested. A minimum passing score will be 70% correct.

**D. Scope of Examinations**

**Entry Level Examination:** City Tax Code  
IRS Code  
Auditing  
Accounting  
Number Recognition  
Reading Comprehension  
Public Relations  
Telephone Courtesy

**Skill Assessment  
(Independent Areas):** City Tax Code  
IRS Code - Limited to Personal returns for II's and  
Examiners  
- Corporate returns for I's  
Auditing  
Accounting  
Number Recognition  
Reading Comprehension  
Public Relations  
Telephone Courtesy

**Promotional Examinations:** City Tax Code  
IRS Code - Corporations and Personal Returns  
Auditing  
Accounting  
Number Recognition  
Reading Comprehension  
Public Relations  
Telephone Courtesy

**Section 11. Treasurer's Office**

- A. A system of entry level and promotional written examinations for entry into the position of Deputy Treasurer II and promotion to the position of Deputy Treasurer I.
- B. The testing instrument designed to measure the required knowledge, skills and abilities related to the aforementioned positions will be jointly developed by the Union and the City.
- C. An employee must have a minimum of three (3) complete years of full-time work experience within the department in the position of Deputy Treasurer II and pass the required examination in order to be promoted to the position of Deputy Treasurer I. In the event a vacancy occurs and the departmental experience level of the Deputy Treasurer II's is less

than three (3) complete years of full-time experience, the City may fill the vacancy with the most senior (Departmental Seniority) Deputy Treasurer II willing to accept the promotion upon passage of the required examination.

- D. All persons seeking the position of Deputy Treasurer II shall meet the qualifications description in the job description and pass the entry examination. The minimum passing score will be seventy percent (70%) correct.
- E. The employees in the positions Deputy Treasurer I and II as of October 2, 1998 shall be exempt from the requirements set forth above except that the employees who are Deputy Treasurer II's as of October 1, 1998 must pass an examination to be promoted to the position of Deputy Treasurer I.

**Section 12. Police Department, Law Department and Division of Word Processing**

No individual convicted of a felony, or a misdemeanor of dishonesty or moral turpitude, may work in a position in the Police Department, Law Department and Division of Word Processing. Misdemeanors of dishonesty include criminal offenses such as theft, fraud and perjury. "Moral turpitude" refers to offenses such as drug abuse, sex offenses and crimes involving minors.

All new candidates (current employees and new employees) for positions in these departments shall be required to submit to a police record background investigation. Any incumbent employee in these Departments who is convicted of a felony, and/or misdemeanor of dishonesty or moral turpitude, will be removed from that Department and may be placed in another bargaining unit position that is vacant provided that s/he has the necessary skills and ability to perform the required duties, unless otherwise prohibited by law. If no such position is available, s/he shall be laid off. Said employee will not be permitted to utilize his/her bumping rights. All other provisions of Layoff/Recall provisions herein shall apply.

**Section 13. Annexation Assistance Pay (AAP)**

- A. 1. A special pay supplement/premium shall be created to be known as *Annexation Assistance Pay* (AAP). AAP shall be paid at the rate of \$2.63 per hour to Union members who are performing the duties detailed in Section B.
  - 2. The performance of duties calling for AAP shall be authorized solely by the Chairman of the Annexation Board.
  - 3. The parties recognize that there are duties which may contribute to annexation efforts but are not, in and of themselves, so unique or specialized as to require the premium contemplated in AAP. Generally speaking, these duties include those of a general administrative or clerical nature as described in the job description for the classifications of Administrative Clerk and Information Clerk including, but not limited to, the maintenance of files, taking and preparation of meeting minutes, and the preparation of routine correspondence.
- B. 1. The duties listed below are considered to be of such a unique and specialized nature as to be compensated by use of Annexation Assistance Pay (AAP) on an hourly basis as

provided for in Section A(1). The duties described are intended to be a representative, but not an exclusive compilation of annexation assistance tasks.

- a. contacting businesses and/or residents expressly for the purpose of promoting annexation into the City of Canton or to answer technical questions regarding annexation procedures.
- b. The use of specialized computer software to obtain information concerning property ownership, tax status, and current governmental jurisdiction.
- c. The preparation of annexation petitions.
- d. Preparation and analysis of information concerning a proposed annexation area which may include a comparative presentation of the benefits associated with being incorporated into the City of Canton.
- e. Assignment to assist the Community and Economic Development Department in the preparation of specialized annexation documents or presentations.

## **ARTICLE 70**

### **INSPECTOR CERTIFICATION FOR CODE ENFORCEMENT OFFICERS**

#### **Section 1.**

- A. Employees who are hired or who bid into the position of Code Enforcement Officer I after January 1, 1997, shall be required to obtain through testing, an International Property Maintenance Code Certificate per I.C.C., and one and two family combination Inspector Certificate within one year after the date of appointment.
- B. In the event an employee who is hired into the position of Senior Code Enforcement Officer and Code Enforcement Officer I fails to obtain said certification, s/he shall be terminated from employment with the City of Canton.
- C. In the event an employee who bids into the position of Senior Code Enforcement Officer and Code Enforcement Officer I fails to obtain said certification, s/he shall be transferred to another bargaining unit position that is vacant provided that s/he has the necessary skills and ability to perform the required duties. If no such position is available, s/he shall be laid off. Said employee will not be permitted to utilize his/her bumping rights. All other provisions of Layoff/Recall provisions herein shall apply.
- D. The Director of Public Safety may, in his sole discretion, extend the time for acquiring said certification as he may deem reasonable.

#### **Section 2.**

Employees in the position of Code Enforcement Officer I who were employed in the classification before January 1, 1997, shall not be required to obtain an International Code Council (ICC) one and two family combination Inspector Certificate by December 31, 1997. However, should employees in the position of Code Enforcement Officer I, who were employed in the

classification before January 1, 1997 obtain an International Code Council (ICC) one and two family combination Inspector Certificate, they shall receive incentive pay pursuant to Section 3 of this provision and shall be required to thereafter possess and maintain said certificate subject to Section 4 of this provision.

### **Section 3.**

Employees who pursuant to this provision obtain an International Code Council (ICC) one and two family combination Inspector Certificate, shall receive an incentive of \$.21 per hour.

### **Section 4.**

#### **A. Maintenance of Certificate**

1. Employees who are required to possess and maintain a certificate pursuant to this Article must submit said certificate upon renewal to his/her Department Head, immediate supervisor, or other appropriate official.
2. A copy of each employee's certificate(s) must be maintained in the Department of Human Resources.
3. Failure to submit a renewed certificate(s) will result in disciplinary action.

#### **B. Suspension or Termination of Certificate**

1. Employees who are required to possess and maintain a certificate pursuant to this Article must inform his/her Department Head, immediate supervisor or other appropriate official when his/her certificate has been suspended or terminated for any reason.
2. Failure to report a suspended or terminated certificate will result in Disciplinary action up to and including termination.
3. An employee whose certificate is suspended or terminated pursuant to this Article, or who fails to renew the required certificate, will be placed in a vacant Bargaining Unit position for which he possesses the qualifications, if said position is available, and his placement does not violate other terms of this Agreement including bumping rights.
4. If such a vacancy is not available, the employee will be laid off, and if during the first 90 days of such layoff, the employee re-obtains his/her certificate, such employee will be returned to his previous position and job laid off from.
5. When an employee is laid off under this Article, such employee will not be permitted to utilize his bumping rights. All other provisions of Lay-Off/Recall provisions herein shall apply.
6. In the event that an employee fails to re-obtain his requested certificate within the first 90 days of either a layoff pursuant to number 5 above, or placement in a vacant Bargaining Unit position pursuant to number 4 above, that employee shall forfeit all rights to his previous position.



**Section 5.**

Employees in the position of Senior Code Enforcement Officer and Code Enforcement Officer I must comply with all of the requirements which are necessary for continued certification. Should the State of Ohio devise a certificate which is more appropriate and related to the duties of said position, the parties agree to discuss adopting the new state certification.

**Section 6.**

The City shall pay the bi-annual renewal fees for employees who attain certificates.

**Section 7.**

Upon approval of their Department Head, the City shall pay affected employees on a straight time basis for any continuing education requirements which the State of Ohio may require in the future. Furthermore, the City shall pay for the registration costs and associated expenses for mandatory Continuing Education seminars.

**ARTICLE 71  
DRUG-FREE WORKPLACE POLICY**

**Section 1. Purpose**

This article outlines the program by which policy goals for a drug-free workplace at the City of Canton will be met. It specifies and defines the procedures to be used in identifying drug and alcohol use by applicants for safety-sensitive positions and recognizing drug and alcohol use by employees. This program will enable the City to subsequently reject applicants when necessary and assist and /or discipline employees as needed.

**Section 2. Policy**

The City of Canton will make a good faith effort to maintain a drug free workplace by complying with the requirements of the Federal Drug Free Workplace Act of 1988, the Omnibus Transportation Employees Testing Act of 1991 and relevant Department of Transportation regulations, enhancing the health and safety of employees and the public, thereby providing more cost efficient delivery of municipal services.

Applicants for safety-sensitive positions will be required to undergo a drug screening and, when necessary, confirmation test as a component of the physical examination administered to applicants for safety-sensitive positions.

A current employee may be required to take a drug screening and confirmation test, or an alcohol test, administered in accordance with this article, upon reporting for work or during work hours when trained supervisors or another eyewitness with credible evidence have cause to believe that the employee has ingested, inhaled or injected an illicit drug, intentionally misused a prescription drug, or ingested an alcoholic beverage on the job.

Any current employee who is required to hold a CDL will be required to take a drug screening and confirmation test, and/or an alcohol test, administered in accordance with this article and relevant federal regulations.

### **Section 3. Scope**

This policy applies to all departments, all employees and all applicants for positions in this bargaining unit. Random drug and alcohol testing applies only to employees holding CDL licenses who operate or who will reasonably be expected to operate any CDL required equipment or vehicles during the year. This policy covers the following type tests:

- A. Pre-employment
- B. Random (CDL drivers only)
- C. Reasonable suspicion
- D. Post-accident
- E. Return to Duty
- F. Follow up Testing

### **Section 4. Definitions**

- A. **Alcohol** means alcohol or any beverage containing more than one-half of one percent of alcohol by volume that is capable of use for beverage purposes, either when alone or when diluted.
- B. **Drug** means a controlled substance as defined by Chapter 3719 of the Ohio Revised Code, entitled "Controlled Substances," and/or Section 202, Schedules I through V of the Federal Controlled Substance Act, including but not limited to marijuana, hashish, "crack," cocaine, heroin, morphine, codeine, opiates, amphetamines, "ice," barbiturates and hallucinogens.
- C. **Reasonable suspicion** means a conclusion by trained personnel or an eyewitness with credible evidence based on personal observation of specific objective instances of employee conduct, subject to corroboration and documented in writing, that an employee is exhibiting aberrant or unusual on duty behavior which is the type of behavior that is recognized and accepted as a symptom of intoxication or impairment caused by controlled substances or alcohol and is not reasonably explained as a result of other causes such as fatigue, side effects to prescription or over the counter medication, reaction to fumes, smoke or other job related causes or factors. Such behavior may include, but is not limited to, a substantial drop in the employee's performance level, impaired judgment or reasoning, decreased level of attention or sensory abilities, or other behavioral changes.

Reasonable suspicion shall be based upon personal observations by trained supervisors or an eyewitness that must be documented in writing at the time of the observation. An eyewitness other than trained supervisors shall submit credible evidence regarding the use and/or possession of a controlled substance or alcohol. Reports of drug abuse or abnormal behavior that is not confirmed in writing by a trained supervisor will not constitute reasonable suspicion. Anonymous reports shall not constitute grounds for testing.

- D. **Drug testing** means collection of a urine specimen by medical personnel and a laboratory analysis of that specimen by Enzyme Immunoassay (EMIT) screening and confirmatory testing using the Gas Chromatograph/Mass Spectrometry (GC/MS) methods and procedures, or the most current and appropriate technology. No other testing procedures or methods may be utilized unless negotiated with the Union, or mandated by Federal Regulations.

- E. **Medical Review Officer (MRO)**: The MRO interprets the laboratory results of the drug tests and reports positive results to our company after verifying that there are no valid medical explanations for the positive results. This individual shall be a licensed doctor with a background in substance abuse.
- F. **Breath Alcohol Technician (BAT)**: The BAT shall be responsible for collection of breath samples for alcohol testing. The BAT shall be trained in the operation of the Evidential Breath Testing (EBT) device used to conduct the test.
- G. **Substance Abuse Professional (SAP)**: The SAP will evaluate the employee's situation, prescribe an appropriate treatment program, if necessary, and schedule unannounced follow-up testing once the employee has returned to duty.
- H. **Alcohol Testing**: Means the use of a breath alcohol monitoring machine which is currently the Evidential Breath Testing (EBT) device.

### **Section 5. Employee Procedures and Notification**

Employees are notified that:

- A. City rules and regulations prohibit the use, sale, manufacture or possession of illicit drugs or alcohol, or misuse or resale of prescription or over-the-counter medications while on duty or on City property or in a City vehicle. Violation of these rules and regulations will subject the employees to discipline, up to and including discharge.
- B. Any employee who brings any mood-altering non-prescription drugs including, but not limited to: amphetamines, barbiturates, marijuana, alcohol, morphine, cocaine, tranquilizers, PCP or any of their derivatives on to City property or any City work site will be immediately removed from the workplace, referred for rehabilitation and subject to disciplinary action up to and including discharge.
- C. Any employee found selling any illegal or prescription drugs of any sort on any City property or work site shall be immediately discharged from the City's service and may be subject to criminal charges, whether the employee is on or off duty.
- D. Reasonable suspicion drug testing may be administered only where there is evidence to believe that, the employee to be tested is using, consuming or under the influence of an alcoholic beverage, non-prescription controlled substance (other than over the counter medication) and/or non-prescription drugs while on duty. Based on reasonable suspicion by two trained supervisors, if two are available, or credible evidence received from an eyewitness(es), employees will be required to submit to testing for drug or alcohol use. Prior to such testing, the supervisors must document in writing who is to be tested and why test was ordered including any specific objective facts constituting reasonable suspicion and the names of any informants or sources of the information which includes physical evidence submitted. One copy of this document shall be given to the unit employee before testing and one copy shall be provided to the Union as soon as possible. Failure to follow any of the above steps shall result in elimination of the test results as if no test were administered.

- E. Discipline imposed for a violation under Reasonable Suspicion will not be governed by the discipline progression in this Article, which is applicable to CDL Random test results. A positive result received for purposes under reasonable suspicion will result in discipline up to and including discharge.
- F. Any employee who by their negligence is involved in an accident of any type which causes, or may have caused, an injury to themselves or others, and/or property damage in excess of \$150.00, may be subject to drug and/or alcohol testing.

### **Section 6. Random Testing**

A percentage equal to 50 percent of the City's average driver position employees who hold a CDL will be tested for drugs, and a percentage equal to 10 percent of the City's driver average position shall be tested for alcohol annually.

#### **Regulatory Requirements:**

- A. An employee who works in a covered position and/or is reasonably expected to operate any CDL required equipment or vehicles shall be subject to drug and alcohol testing on an unannounced and random basis. A refusal to submit to these tests shall be presumed as a positive test, subjecting the driver to disqualification and discipline, up to and including discharge.
- B. The Employer shall administer drug tests equal to 50 percent of covered employees, each calendar year. Based on the number of positive tests, this requirement may be reduced to 25 percent per year after two years, subject to Federal regulations.
- C. The Employer must administer alcohol tests equal to the percentage of covered employees, each calendar year as prescribed by Federal Regulations.
- D. Each employee who works in a covered position and/or is reasonably expected to operate any CDL required equipment or vehicles shall be in a pool from which the random selection shall be made. Each employee in the pool shall have an equal chance of selection and shall remain in the pool, even after the employee has been tested.
- E. An employee shall be selected for drug and/or alcohol testing by a computer software program, or other mutually agreed to method, designed to ensure that selection will be completely objective and anonymous. This selection process will be accomplished by the drug testing facility or by a joint City-Union selection process, on the morning of the test and the list shall be timed stamped. The Union shall receive a copy of the list of employees selected for these tests upon arrival at the test site.
- F. The random drug testing shall be spread through the twelve month period. The random selections will be done quarterly. The selection will occur at a different time each quarter to insure against predictable selection dates.
- G. The employer shall submit a list of employees subject to the random test, including the employee's identification numbers as verified by the Union, to the testing facility.

- H. The Employer will then notify the employee that he/she has been selected for random testing on the morning or afternoon of the test, depending on which shift the employee is working. The employee shall then report immediately to the testing facility.
- I. If the test results are negative, all documentation regarding the testing will be destroyed pursuant to law.
- J. If the test results are verified positive, the MRO **will not** notify the Employer's designated representative of a positive test result until he has first had consultation with the employee. The employee shall be removed from his/her safety sensitive position. The employee, within seventy-two (72) hours of receipt of actual notice from the MRO may request that the split sample be forwarded by the first laboratory to another independent and unrelated DHHS approved laboratory selected by the Union for conformity testing of the presence of a drug at the employee's expense and/or the Union's expense. If a driver requests that a split sample be tested, then disciplinary action will only take place after the first (1st) laboratory reports a positive finding and the second (2nd) laboratory confirms the presence of the drug. However, the driver will be taken out of service once the first (1st) laboratory reports a positive finding while the second (2nd) test is being performed. The driver shall not be entitled to payment of lost time during the period that the driver has been removed from service as required by DOT regulations, unless the results of the second (2nd) test are negative. Disputes may be settled by a mutually chosen 3rd test procedure. Any driver testing positive for drugs or prohibited levels of alcohol in any DOT drug test shall be suspended for a period of 45 calendar days and referred to the City's Employee Assistance Program (EAP) for rehabilitation and consultation, unless the CDL holder's job-related actions have resulted in serious bodily harm or death, and/or felony charges, in which event the employee would be subject to additional due-process discipline up to and including discharge. This provision also applies to employees who bid on and are awarded CDL positions who subsequently undergo pre-placement screening and test positive prior to being placed in the position.

### **Section 7. Post Accident**

- A. If an employee operating a City vehicle during work hours is involved in an accident where major damage and bodily harm has occurred to himself or herself or any other person or has been cited for violating the traffic laws except where no law enforcement agency has been called to make a report, shall be cause for reasonable suspicion and may be tested for possible substance abuse. A positive result will subject the employee to discipline up to and including termination.
- B. All covered employees involved in, or contributing to an accident, or who cannot be completely discounted as a contributing factor to an accident where either vehicle has to be towed, or a citation has been issued to the driver shall be tested immediately within two (2) hours, but under no circumstances more than eight (8) hours from the time of the accident.
- C. A decision not to administer a post accident drug test shall be made by the employee's Department Head provided that he was not involved in the accident. The determination shall be based on the best information available at the time.

D. The urine sample for a post-accident drug test shall be collected as soon as possible but not later than eight (8) hours after the accident.

**E. Implementation Procedures:**

1. Any driver involved in a reportable accident as defined by this policy, shall notify their Supervisor at the first available opportunity after the accident, at which time the driver will be advised to report to an appropriate collection site in order to provide the appropriate samples. To the extent possible, the driver should not transport himself to the collection site, but should arrange for someone else to transport him. However, if local law enforcement officials are on the scene of the accident and request the driver to undergo urine, and/or breath tests, the driver shall simply comply with those demands.
2. In the event the driver is seriously injured and unable to provide the necessary samples, he/she shall authorize the health care provider to release to the Employer any information necessary to indicate the presence of any controlled substance or alcohol in his system.
3. The supervisor will be responsible to see that the employee knows that he/she must report to a collection site for testing as soon as possible but no later than eight (8) hours after the accident.

F. Prior to such testing, employees shall be required to sign a form acknowledging testing and to sign for chain-of-custody. **Failure or refusal to sign the acknowledgment form or to submit to these tests shall be presumed as a positive test**, subjecting the driver to removal from service, which is cause for a charge of insubordination and will result in disciplinary action, which could include discharge.

**Section 8. Testing Procedures**

The following test procedure shall apply to all urine tests administered to bargaining unit employees:

- A. Urine and/or blood specimens shall be collected at the approved laboratory as stated below in section (e), or at an accredited medical facility when necessary after an accident.
- B. A Union representative shall be allowed to accompany the employee to the test and observe collection, bottling and sealing of the specimen. The employee shall not be observed when the urine specimen is given.
- C. Employee shall choose two (2) specimen containers from a lot of at least twelve (12) identical containers. All specimen containers, vials or bags used to transport the samples shall be sealed with evidence tape and labeled in the presence of the employee and Union representative.
- D. The testing shall be done by a laboratory certified as a medical and forensic laboratory which complies with the scientific and technical guidelines for federal drug testing programs and Standards for Urine Drug Testing for Federal Agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the US Department of Health and Human Services. (53 Fed. Reg. 11970 (4/11/88)).

- E. The Union and the employer shall choose the laboratory to be utilized for toxicology testing on a yearly basis. (Currently Aultworks collects the samples and delivers them to a Federally approved testing laboratory.)
- F. The following standards shall be used to determine what levels of detected substances shall be considered positive:

<b>DRUG</b>	<b>SCREENING TEST</b>	<b>CONFIRMATION</b>
Amphetamines	1,000 ng/ml Amphetamine	500 ng/ml GC-MS
Marijuana Metabolites	50 ng/ml Delte-THC	15 ng/ml GC-MS
Cocaine Metabolites	300 ng/ml Metabolites	150 ng/ml GC-MS
Opiates Morphine	300 ng/ml	300 ng/ml GC-MS
PCP	25 ng/ml PCP	25 ng/ml GC-MS
Alcohol (Breath)	Current Legal Limit .04 (Employees with CDL) .02 - .039 Breath (Employees with CDL will be removed from service for 24 hours.)	

- G. Tests which are below the levels set forth above shall be determined as negative. If test results are negative, all non required documentation regarding supervisors' observations and testing will be destroyed.
- H. At the time the urine specimen is collected two samples will be taken. One sample will be sent to the laboratory to be tested at the employer's expense. If the first sample tests positive then upon written request by the employee within 72 hours, the second sample shall be tested separately at an approved laboratory chosen by the Union. The cost of testing the second sample shall be borne by the employee or Union. All test results are to be reviewed by the MRO before being released.
- I. Breath alcohol testing for CDL operators, using the EBT device, with any result less than .02 alcohol concentration shall be considered a “negative” test. If any results test between **.02 and .039**, the operator **shall be removed** from his position for twenty-four (24) hours and re-tested prior to being permitted to return to duty at the scheduled start of his next full shift following the suspension. A test result of .04 or greater shall be considered a “positive” test. The employee will be **suspended** for 45 days, referred to the SAP and subject to the conditions in paragraph B below. Breath alcohol testing for all other employees with an alcohol concentration at or greater than the current legal limit, shall be considered a “positive” test.

**Section 9. Test Results**

- A. All test results shall be treated as confidential medical records.

- B. If the results of the tests administered by the employer on the sample show that the employee while on duty was under the influence of or drank, smoked, inhaled or injected alcoholic beverages, non-prescription narcotics, marijuana, cocaine, PCP or non-prescribed amphetamines, appropriate disciplinary action may be administered after the following procedure has been followed.
- C. The employee and the Union shall be given a copy of the laboratory report of the specimen sample before discipline is administered. The employee, within seventy-two (72) hours of receipt of actual notice from the MRO must request that the split sample be forwarded by the first laboratory to another independent and unrelated DHHS approved laboratory selected from a list approved by the Union for conformity testing of the presence of the drug. Failure of the Union or employee to have a second test performed shall not be used against the employee as a basis for discipline or in an arbitration proceeding. After considering the results of the second test the City may discipline the employee for a positive random test result, provided that any employee who tests positive for illegal use of any drug including alcohol as first offense be suspended for 45 calendar days and referred to the City's Employee Assistance Program (E.A.P.). All referrals for rehabilitation will be to the City's E.A.P. Employees who are suspended must show proof of ongoing cooperation with the recommendations of the E.A.P.; failure to comply will result in termination.
- D. A Substance Abuse Professional shall be mutually selected by the Union and the employer. Employees who are suspended must show proof of ongoing cooperation with the recommendations of the SAP; failure to comply will result in termination.
- E. If an employee who has tested positive for drug or alcohol abuse under this policy is referred to an inpatient or outpatient treatment center, said employee shall sign a release of medical information statement and all drug test results, records of admission progress, discharge and after care will be forwarded to the Director of Personnel. Records regarding rehabilitation will be kept in confidential files separate from personnel files. Said employee shall not be permitted to return to work unless the prescribed treatment program has authorized his or her return. Continued employment is dependent upon documentation of the employee's continued, successful participation in recommended after care programs and random drug testing.
- F. Employees who follow the recommendations of the counseling and rehabilitation program as established by the SAP will be required to provide a urine sample prior to their return to work from a failed drug test or for refusing to submit to a test. The employee is subject to unannounced testing that consists of at least six (6) tests in the first twelve months following the employee's return to duty. Based on the recommendation of the SAP, the employer may continue follow-up testing for an additional four (4) years. A second positive test will result in termination.
- G. If an employee is convicted of any drug crime, the employee is to report it to his/her Department Head within five (5) days of the conviction. The employee may be subject to disciplinary action and will be referred for rehabilitation.



**Section 10. Voluntary Assistance**

- A. Employees may request to use vacation, paid sick leave, continued disability, or medical leave of absence to voluntarily enter inpatient medically supervised rehabilitation facilities. Rehabilitation leave is subject to reasonable limitation and the City's insurance policy.
- B. Employees in positions outlined in safety-sensitive positions who are taking medical prescriptions must furnish to their supervisor a statement from a physician specifying the drug being taken and whether the drug will interfere with safe performance on the job. If the statement has been delivered to the employee's supervisor before receipt of drug test results, a positive finding of the prescribed drug may not necessarily be grounds for discipline.
- C. Employees occupying safety-sensitive positions who seek promotions or transfers into other safety-sensitive positions will be required to submit to drug testing as provided for in the collective bargaining agreements or mutually agreed to work rules.
- D. The policy will be implemented in a consistent, non-discriminatory manner. Bargaining unit employees will be provided information concerning the impact of the use of drugs on job performance. Unit employees shall be trained to recognize the symptoms of drug abuse, impairment and intoxication. All unit employees will be informed of the causes for testing, how well the tests perform and what tests will be conducted.
- E. The Employer has established an Employee Assistance Program (EAP) for employees that will train and assist them in these matters. All City supervisors and Union representatives are required to attend at least two (2) hours of training under this policy.
- F. All newly hired unit employees will receive the information on their initial hire date. No unit employee shall be tested until this information is provided to the employee.

**Section 11. Supervisor Training**

Supervisors shall be trained:

- A. To recognize the symptoms of drug abuse, impairment and intoxication and to identify the elements of determination of reasonable suspicion.
- B. To effectively and appropriately intervene in reasonable suspicion instances.
- C. To identify basic categories of drugs and their effects.
- D. To understand the methods of the employer's drug and alcohol testing procedures.
- E. To effectively and appropriately document reasonable suspicion cases.
- F. To make referrals to the City's E.A.P. and understand the services provided.
- G. To implement disciplinary measures appropriately.

**Section 12. Procedures For Testing Employees**

- A. A supervisor who has reasonable suspicion that an employee is unfit for duty because he/she appears to have ingested, inhaled or injected an illicit drug, or to have taken a prescribed drug in a manner inconsistent with the physician's direction for use, or has ingested an alcoholic beverage when reporting for or while on duty must:
  - 1. Prohibit the employee from working or continuing to work.
  - 2. Notify another supervisor or division head and request another person (preferably another supervisor) to observe and review the specific objective indicators of employee conduct to confirm that reasonable suspicion exists. The employee shall not be subject to testing without the confirmation of reasonable suspicion by another witness.
  - 3. Transport the employee, or make arrangements for transportation, to the designated medical facility identified by the City for testing. After testing, arrangements should be made for safe transportation to the employee's residence or a place selected by a relative or friend of the employee.
  - 4. Prepare appropriate documentation and take appropriate disciplinary action.
  - 5. If facts and circumstances warrant, the employee may be referred to the City's E.A.P. for assistance.
- B. Supervisors are prohibited from demanding or encouraging drug or alcohol testing without reasonable suspicion. Willful disclosure of test results to persons not involved in the disciplinary procedure may merit appropriate disciplinary action which could include discharge.

**Section 13. Responsibilities**

- A. Department Directors are responsible for:
  - 1. Notification to employees as specified in Section 5 and for training of supervisors as outlined in Section 6.
  - 2. Notification of Human Resources of any employee's work related drug offense convictions.
- B. The Human Resources Department is responsible for furnishing professional aid to departments for Section 12-A activities.
- C. The City's E.A.P. is responsible for providing assistance to employees who choose to utilize their services. The Human Resources Department is responsible for maintaining records for all examinations, tests and results in employees' medical files and for ensuring privacy and confidentiality. Willful disclosure of test results to unauthorized persons may merit appropriate disciplinary action which may include discharge.

- D. The designated medical facility is responsible for obtaining a signed consent form from the employee, for medical examination and collection of specimens necessary for drug and alcohol testing in a designated laboratory, for arranging transportation of the specimen to the laboratory and for receiving test results in accordance with legally and medically approved procedures, methods and techniques. Test results will be communicated to approved departmental personnel immediately upon receipt from the Lab.
- E. Supervisors and managers are responsible for documenting poor performance, for recognizing reasonable suspicion of drug or alcohol use by employees and for carrying out procedures outlined in Section 12 above.

**Section 14. Indemnity Clause**

The Employer and the Union agree to hold each other harmless and to bear their own expenses incurred in litigation that arises from the implementation of the federally mandated CDL alcohol and drug screening policy, unless otherwise determined by an arbitrator and/or court of law.

**Section 15. Legal References**

- Ohio Revised Code, Chapter 3719
- Federal Controlled Substances Act, 21 U.S.C. 812
- Drug Free Workplace Act of 1988, Public Law 100-790 (1988)
- Omnibus Transportation Employee's Testing Act of 1991
- Department of Transportation Regulations

**ARTICLE 72**

**CONFLICT OF INTEREST/INCOMPATIBLE EMPLOYMENT/AGENCY DUTY**

**Section 1.**

A conflict of interest between employment with the City of Canton and private interests exists when an employee is in a position where a personal interest may have an adverse effect on motivation or the proper performance of job duties. The existence of a conflict of interest may only be determined by an examination of the elements of the job duties and the outside activity. The parties recognize Ohio Ethics Law (R.C. 102.03), Advisory Opinions of the Ohio Ethics Commission, and other related local and state laws to provide the standards by which individual cases will be judged.

**Section 2.**

The parties to this agreement recognize an implied duty of agency and loyalty on the part of employees with respect to information or knowledge acquired by virtue of the performance of job duties. Employees should refrain from divulging such information to anyone who would use it in a manner detrimental to the interests of the City or the general good of its citizens or for any personal gain. It is recognized and agreed that all employees have an obligation to advise management of their discovery of situations or circumstances which would, or have the potential to, subject the City to litigation. Failure to do so will be considered nonfeasance and a ground for discipline. This section is not intended to supercede or modify any constitutionally or statutorily protected right of free speech or legal duty.

**Section 3.**

The positions of Building Inspector, Electrical and Assistant Electrical Inspector, Heating, Ventilating and Air Conditioning Inspector and Assistant Inspector, Plumbing and Assistant Plumbing Inspector, Building Inspector Technician, Zoning Inspector, Code Enforcement Inspectors (Certified and non-certified), and Senior Code Enforcement Officer are subject to the following provisions:

- A. Beginning January 1, 2000, an individual may be hired for and/or awarded a position listed above who has an ownership interest in any rental property which is subject to the enforcement provisions of the Codified Ordinances of the City of Canton provided that:

1. The individual disclose said ownership, in writing, at the time of hire or promotion

And

2. The individual shall divest himself/herself of the property, move into it or bid out of the position within one (1) year of the hire or promotion date.

Inspections of the property will be performed by the Chief Building Official and/or another management, non-bargaining employee he/she designates, until the property is sold.

- B. In the event an employee in any of the above mentioned positions has an ownership interest in any rental property which is not subject to the enforcement provisions of the Codified Ordinances of the City of Canton and said rental property subsequently becomes subject to the enforcement provisions of said codified ordinances, the employee shall have a period of one (1) year from the date of acquisition to divest himself/herself of the property, move into it, or bid out of the position. Inspections of the property will be performed by the Chief Building Official and/or another management, non-bargaining employee he/she designates, until the property is sold.

- C. If a covered employee subsequently acquires such rental property(ies) under the circumstances described in Subsection B, the employee shall notify his/her department head or appointing authority in writing within 30 days of the acquisition.

Under no circumstances will inspections detailed in Section 3 be performed by a bargaining unit employee.

**ARTICLE 73**  
**DURATION AND TERMINATION**

**Section 1.**

This collective bargaining agreement shall remain in full force and effect from April 10, 2017 through December 31, 2019, and shall automatically renew itself from year to year thereafter except that either party may terminate or serve notice of desire to modify or amend at the end of the initial expiration date or the expiration date in subsequent years by written notice by registered mail not less than ninety (90) calendar days to the end of such expiration date.

In accordance with the provisions contained in Chapter 4117 of the Ohio Revised Code, the parties agree to meet and engage in Article 29 (Health and Life Insurance Coverage), Article 30 (AFSCME Ohio Care Plan), and Article 59 (Wage Schedules) reopener negotiations no sooner than September 7, 2017, and no later than December 31, 2017, for possible amendments to said Articles in contract year January 1, 2018, to December 31, 2018.

In accordance with the provisions contained in Chapter 4117 of the Ohio Revised Code, the parties agree to meet and engage in Article 29 (Health and Life Insurance Coverage), Article 30 (AFSCME Ohio Care Plan), and Article 59 (Wage Schedules) reopener negotiations no sooner than September 7, 2018, and no later than December 31, 2018, for possible amendments to said Articles in contract year January 1, 2019, to December 31, 2019.

Negotiations upon such proposed amendments or changes of the terms of the Agreement covered in the notice of desire to amend shall begin not later than sixty (60) calendar days prior to the initial or any subsequent expiration date, and during said negotiations this Agreement shall remain in full force and effect except that during such negotiations subsequent to the initial or any subsequent expiration date, either party on ten (10) calendar days written notice to the other may terminate said agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

FOR THE CITY OF CANTON

For AFSCME, Ohio Council 8, AFL-CIO

\_\_\_\_\_  
Mayor of the City of Canton

\_\_\_\_\_  
Staff Representative

For AFSCME Local 3449

\_\_\_\_\_  
Director of Public Service

\_\_\_\_\_  
President - Local 3449

\_\_\_\_\_  
Director of Public Safety

\_\_\_\_\_  
Negotiating Committee Member

\_\_\_\_\_  
Assistant Law Director

\_\_\_\_\_  
Negotiating Committee Member

\_\_\_\_\_  
Negotiating Committee Member

\_\_\_\_\_  
Negotiating Committee Member

\_\_\_\_\_  
Negotiating Committee Member

**EXHIBIT 1  
TIES IN SENIORITY**

Time Clock:

- A. First Tie - Same Hire Date
- B. Second Tie - Clocking in at the same time following initial hire respective to shift.

EXAMPLE: (Employee #1 - Clocked in at 07:55 A.M. - Day Shift  
(8:00 am - 4:00 pm)

(Employee #2 - Clocked in at 3:53 P.M. - Afternoon Shift  
(4:00 p.m. - 12 Midnight)

(Employee #3 - Clocked in at 11:57 P.M. - Midnight Shift  
(12 Midnight - 8:00 am)

Seniority will be in the following order:

Employee #2 - Most Senior  
Employee #1 - Second Senior  
Employee #3 - Least Senior

- C. Third tie - Initials of last name commencing A to Z.  
(Reverse order for lay off Z to A)

NO TIME CLOCK:

- A. First Tie - Same Hire Date
- B. Initials of last name commencing A to Z  
(Reverse order for lay off Z to A)

EXAMPLE: (Employee 1 - Dave Long - Most Senior)  
(Employee 2 - John Smith - Least Senior)

**EXHIBIT 2**  
**UNION REPRESENTATIVE TIME FORM**

Union Representative's Name: \_\_\_\_\_

Work Unit: \_\_\_\_\_

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

Grievance Number: \_\_\_\_\_

Left work area: \_\_\_\_\_ a.m. \_\_\_\_\_  
p.m. \_\_\_\_\_ Investigate Grievance

Returned to work area \_\_\_\_\_ a.m. \_\_\_\_\_  
p.m. \_\_\_\_\_ Process Grievance

Supervisor: \_\_\_\_\_ \_\_\_\_\_  
\_\_\_\_\_ Conference

Began: \_\_\_\_\_ a.m.  
p.m.

Ended: \_\_\_\_\_ a.m.  
p.m.

\_\_\_\_\_  
Supervisor/Department Head

\_\_\_\_\_  
Union Representative

Complete in triplicate:

- 1 copy union representative
- 1 copy Supervisor or Department Head
- 1 copy Office of Human Resources



MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into between the City of Canton and AFSCME Local 3449.

The parties agree as follows:

- 1) The Union filed a grievance regarding lunch periods in the police record room on behalf of three members: Sheila Meese, Tina Dukes, Barb Shumaker and Nancy Class.
- 2) The members wished to return to a past practice of a one hour lunch period and extended work day instead of the half hour lunch period provided for in the contract.
- 3) The 1 hour lunch periods had been in place for an extended period of time until a previous grievance, from another union member, resulted in a strict adherence to the contract language.
- 4) In order to resolve this grievance in a manner acceptable to the parties, it is agreed that these four members, or their successors, may, for the term of the current contract, return to the past practice of a one hour lunch period and extended day.

This Memorandum of Understanding shall not be precedent setting and shall not be used as evidence in any future grievances or arbitrations.

FOR UNION

FOR CITY

\_\_\_\_\_  
Glenda Kennard, President  
AFSCME 3449

By: \_\_\_\_\_  
Director of Public Safety

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

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by the city of Canton (City) and AFSCME Local 3449/Ohio Council 8 (Union).

WHEREAS, the City is undergoing a severe financial crisis involving a shortfall in the General Fund of over 5 million dollars; and

WHEREAS, this has necessitated layoffs for lack of funds; and

WHEREAS, the City and Union wish to cooperate to help lessen the impact of said layoffs on its employees and members;

The parties agree as follows:

1. The City and Union agree that three unfilled positions in enterprise fund departments will be opened i.e. two in the Water Department in Utility Billing and one in the Building and Code Enforcement Department.
2. The parties further agree that these positions will be filled with persons served with layoff notices and will not be put out for bid as is normally required by the CBA.
3. The parties agree that this MOU is entered into on a non-precedent setting basis.

FOR UNION

FOR CITY

By: \_\_\_\_\_  
Glenda Kennard, President  
AFSCME 3449

By: \_\_\_\_\_  
Andrea M. Perry  
Director of Public Safety

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

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

By: \_\_\_\_\_  
Shelby Woodall  
Ohio Council 8

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

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into between the City of Canton (City) and AFSCME Local 3449 (Union) and shall run with the current collective bargaining agreement.

The parties agree as follows:

The Administrative Clerk and Customer Service Clerks in the Building and Code Enforcement Department shall be permitted to take the examination given by the International Code Council to be certified as Permit Technicians.

The City will be responsible to pay the cost for the exam up to two times for each employee. Any repeat attempts to take and pass the exam will be paid for by the employee.

Any eligible employee that takes and passes the exam to become certified shall be paid a premium of \$0.75 per hour which is not included in the calculation of base pay.

For the Union

For the City of Canton

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Glenda Kennard, President  
AFSCME Local 3449

---

Andrea M. Perry, Director of Public Safety

---

Shelby Woodall  
AFSCME Council 8

---

Date

**COLLECTIVE BARGAINING  
AGREEMENT**

between

**THE CITY OF CANTON**

and

**LOCAL 3449 AND OHIO COUNCIL 8**

both of the

**AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO**

**THOMAS M. BERNABEI, MAYOR  
WILLIAM BARTOS, SERVICE DIRECTOR/CHIEF OF STAFF  
ANDREA PERRY, SAFETY DIRECTOR**

effective from

**April 10, 2017 through December 31, 2019**