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COLLECTIVE BARGAINING AGREEMENT

between

THE CITY OF CANTON

and

LOCAL 2937 AND OHIO COUNCIL 8

both of the

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

WILLIAM J. HEALY, II, MAYOR
WARREN PRICE, SERVICE DIRECTOR/CHIEF OF STAFF
THOMAS REAM, SAFETY DIRECTOR

effective from

January 1, 2012 through December 31, 2013

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ARTICLE 1

PURPOSE

This agreement entered into between the City of Canton, (herein referred to as the "City" and/or Employer) and both Local 2937, and Ohio Council 8, of the American Federation of State, County, and Municipal Employees Union, AFL-CIO, (herein after referred to as the "Union").

Whereas, this Agreement has as its purpose to provide a contract between the parties that mutually promotes the interests of the employees and the citizens of Canton and to set forth herewith terms and conditions of employment, rates of pay, and hours of work for the employees and for the efficient and effective delivery of services for the citizens of Canton.

Therefore, in consideration of the 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, or terms and all other conditions of employment in the following appropriate unit:

Included:

All full-time and regular part-time employees of the City of Canton including:

Assistant Parking Manager
Assistant Supervisor of Filtration at Sugarcreek
Bacteriologist
Boiler Operator-Licensed
Chemist
Computer Electronic Specialist
Computer Electronic Tech 2
Computer Electronic Tech 4
Construction Controller
Construction Coordinator
Construction Supervisor
Crew Supervisor
Cross-Connection Supervisor/Leader
Customer Serviceperson
Customer Serviceperson/Inspector
Downtown Service Specialist
Draftsperson
Electric and Electronic Technician
Electronic Specialist
Engineering Aide 3
Engineering Technician 1
Engineering Technician 4
Filter Operator - Class III
Filter Operator - Class II
Filter Operator - Class I
Filter Operator
Garden Center Manager
General Maintenance Specialist
Heavy Duty Automotive Mechanic 3
Heavy Duty Automotive Mechanic 3/Emergency Vehicle Technician
Heavy Duty Equipment Operator 4
Heavy Duty Equipment Operator 4/Lift Station Mechanic
Heavy Duty Equipment Operator 4/Welder
Industrial Meter Inspector 1
Industrial Meter Inspector 2
Industrial Meter Repairperson 1
Industrial Meter Repairperson 2
Industrial Waste Inspector
Laborer 2
Lead Filter Operator
Light Duty Automotive Mechanic 3
Lubricant Technician
Maintenance Custodian
Maintenance Electrician
Maintenance Specialist
Maintenance Operator 1
Maintenance Operator 2
Mechanic Helper
Mechanic/Utility

Meter Clerk
Meter Reader
Meter Reader Foreman
Meter Repairperson
Meter Shop Foreman
Millwright
Millwright Mechanic
Millwright Mechanic Leader
Parking Attendant
Parking Enforcer
Parking Manager
Pipefitter 3
Preventative Maintenance Person
Reproduction Assistant
Reproduction Specialist
Semi-Skilled Utility Worker/Water
Senior Electronic Technician
Senior Instrumentation Specialist
Service and Distribution Technician
Shift Supervisor
Shift Supervisor/Foreman
Sign and Paint Operator 3
Sign and Paint Equipment Operator 4
Signal Construction Tech 4
Signal Technician 2
Stage Hand
Storekeeper 1
Storekeeper 2
Storekeeper 3
Telecommunicator
Traffic Engineering Coordinator
Traffic Engineering Tech 2
Traffic Engineering Tech 3
Traffic Engineering Tech 4
Traffic Sign and Marking Specialist
Treatment Operator 1
Treatment Operator 2
Treatment Operator 3
Utility Filter Operator
Utility Person 1
Utility Person 2
Utility Person 2 (WPCC)
Utility Operator 2
Utility Operator 3
Utility Operator 2/Semi-Skilled Laborer
Utility Operator 1/Laborer 2
Waste Collector
Water Quality Control Chemist
Water Quality Serviceperson
Water Service Operator 4
Working Crew Leader

Excluded:

All professional employees, Elected Officials, guards, members of the Police Department, members of the Fire Department, management-level employees and supervisors as defined in the Act and all other employees of the City of Canton including City Health District employees, Canton Municipal Court employees, clerical employees, casual employees hired to perform specific tasks whose employment does not exceed 30 days and seasonal employees hired from May 1 through September 30 and whose employment is limited to that period.

Section 2.

Any newly created non-supervisory job classification, generally similar to any bargaining unit classification, in any Department of the City, 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 can not 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.

The City and Union agree to augment the work force of the bargaining unit with employees who are not full time under the following conditions:

A. **Casual Employees:** Individuals hired at various times throughout the year for specific tasks and whose employment does not exceed thirty (30) days.

B. **Seasonal Employees:** Individuals hired from May 1 through September 30 of any year to perform some work or activity limited to such period.

C. By the request of the City and with permission of the Union, extension of time periods mentioned above may be granted for a special project or emergency situation.

Section 4.

Excluded classifications shall not be assigned nor be permitted to perform the work normally performed by bargaining unit employees nor infringe upon the provisions, terms and conditions of this agreement that affect bargaining unit employees.

Section 5.

The City agrees that the welfare/workfare or similar person or persons shall not be permitted to perform any work normally performed by bargaining unit covered employees. The City agrees that any person or persons under the supervision of any court shall not be assigned nor permitted to perform work normally performed by bargaining unit covered employees.

Section 6.

The City agrees that employees in classifications excluded from the bargaining unit shall not be re-classified, retitled or re-employed, or re-called into any bargaining unit classification covered by this Agreement unless agreed to by the Union.

Section 7.

Supervisors or other persons shall not be used to perform work normally performed by bargaining unit covered employees except in case of an emergency where bargaining unit employees are not available to perform such work or for the purpose of training or instructing bargaining unit employees.

Section 8. Emergency:

For purposes of provisions of this agreement, an emergency is defined as circumstances beyond the control of the City, such as an Act of God, riot, flood, civil disorder and other similar acts upon declaration of said emergency by the Mayor, or the Governor of the State of Ohio. In the event of such an emergency bargaining unit employees are expected to report to work if so ordered.

ARTICLE 3

MANAGEMENT RIGHTS AND MANAGEMENT STANDARDS

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 4

NON-DISCRIMINATION

The City and Union agree that the provisions of the Collective Bargaining Agreement shall be applied to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, handicapped status or political affiliation and both parties further agree that neither shall discriminate on the grounds of age, sex, marital status, race, color, creed, national origin, handicapped status or political affiliation in the application of this Agreement. The parties further agree that neither the City nor Union shall discriminate against any individual on the basis of his or her membership or participation or lack of membership or lack of participation in the Union.

All references to "employee" in this Agreement shall refer to both genders of employee.

Wherever the male gender is used in this Agreement, it shall be construed to include both male and female.

ARTICLE 5

NO STRIKE/NO LOCK

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 agrees employees shall not be locked out for the duration of this Agreement.

ARTICLE 6

CHECK OFF

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 for that purpose.

Section 2.

An employee shall have the right to revoke such authorization by submitting written notice to the Union and to the City as provided in Authorization for Check Off of Dues Form.

Section 3.

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 4.

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 5.

Deductions provided in this Article shall be transmitted to the comptroller of Ohio Council 8 no later than the tenth day following the pay dues are deducted. The City will furnish together with its check for Union dues, an alphabetical list by job classification, of all employees whose dues have been deducted showing the deductions. A copy shall be submitted to the Ohio Council 8 Akron Regional Office and the Local Union at the same time.

Section 6.

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 7.

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

ARTICLE 7

FAIR SHARE FEE

Section 1.

Effective January 1, 1986, all employees in the bargaining unit who sixty days from 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 January 1, 1986, who do not become members in good standing of the Union shall pay a fair share fee to the Union effective sixty 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 Treasurer of the Local Union. The City agrees to deduct Fair Share Fee in accord with

Section 4117.09 (C.) Ohio Revised Code. 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 6, Section 5.

Payment to the Union of fair share fees shall be made in accordance with regular dues deductions as provided under Article 6. The City shall notify each new employee at the time of hire of their right to join the Union, or their obligation as a condition of employment to payment of a Fair Share Fee as indicated above.

Section 2.

In 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 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 Fair Share Fees, and assumes full responsibility for the disposition of the Fair Share Fees deducted once they have been turned over to the Union.

ARTICLE 8

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 9

STEWARDS/UNION REPRESENTATION & 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 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.

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

ZONE 1		**ZONE 2**	
Street Department	- 1 steward	Water Filtration	- 1 steward
Sanitation Department	- 1 steward	Water Service Dept.	- 1 steward
Department of Motor Vehicles	- 1 steward	Water Pollution Control	- 1 steward
Park Department	- 1 steward	WPCC-Collection Systems	- 1 steward
Traffic Engineering, Traffic Signal/ Sign, Paint Dept.	- 1 steward	Telecommunications/ Parking Meter	- 1 steward
		Print Shop/Civic Center/ Building Maintenance	- 1 steward

On the afternoon shift, the union shall be permitted two (2) stewards who shall be assigned by the Union to function as steward for particular divisions in a zone. On the night shift, the Union shall be permitted two (2) stewards who shall be assigned by the Union to function as stewards for particular divisions in a zone.

Section 2.

There shall be a grievance committee recognized by the City comprised of the President, Vice President, Chief Steward, Grievance Chairman and a Divisional Steward from each Zone 1, and Zone 2. The Divisional Stewards shall function in their designated zones 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, the steward and/or member of the grievance committee shall notify the supervisor and shall notify the supervisor upon return. Upon entering a work area other than his own, the steward and/or grievance committee member, shall notify the supervisor he is in the area and the purpose of his business.

Section 4.

Union representatives conducting union business during their work hours shall complete the union time form attached as Exhibit 2 prior to leaving the work area or upon return to work if unable to

complete it before leaving the work place. Union representatives will provide the City as much advance notice as possible prior to leaving the work place, and, unless there is an emergency, will wait until a replacement can be found not to exceed 2 hour.

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. During the president's absence such as vacations, sickness or injury, the vice president shall be permitted such time off. Prior to leaving and upon return to work, the president and/or vice president shall notify their immediate supervisor and the Office of Human Resources.

Section 6.

Accredited representatives of the Ohio Council 8 or the International union shall have access to city facilities during normal working hours for the purpose of meeting with union representatives and/or city representatives concerning matters covered by the terms of the Agreement. Any visitation will be with prior notice to the Personnel office and will not result in any disruption of the safe, effective and efficient operation of the facility.

Section 7.

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

Section 8.

The Union President and two (2) additional union member shall be permitted time off each year to attend two (2) union conventions or conferences without loss of pay. All three (3) employees cannot be from the same City department. One additional employee 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, grievance committee members, and the Workers' Compensation representative (while attending hearings and investigating Workers' Compensation Claims) shall not lose pay for time off up to a combined total of 2080 paid hours each year for such purposes.

ARTICLE 10

UNION BULLETIN BOARDS

Section 1.

A. In all areas and locations where Bargaining Unit covered employees are employed, and the City has provided locked, glass enclosed bulletin boards, said bulletin boards shall be continued to be used solely by the Union. Only Union Officials shall have access to the key for such bulletin boards. The bulletin boards shall be used for posting Union literature and Union information.

B. In the event the City of Canton has not previously provided locked, glass enclosed bulletin boards, and/or those previously provided are damaged or destroyed, the City agrees to provide space for a bulletin board at each area and location where Bargaining Unit employees clock in and out. The space provided for the bulletin board shall be approximately 3' x 4'. The Union agrees that the foregoing areas shall be the only area used by the Union or its members for the posting of Union literature and Union information.

Section 2.

Bulletin boards will not contain scandalous or scurrilous material against the current administration, personal attacks upon any other member or any other employee, attacks on and/or favorable comments regarding a candidate for or holder of public office. Any such material shall be removed by the Union immediately after notification by the Department Head of such posted material.

ARTICLE 11

DISCIPLINE

Section 1.

Employees may be disciplined, suspended or discharged only for just and proper cause.

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, but in no case later than thirty (30) work days of such event. 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 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. The Union shall also receive a copy of this disciplinary notice at the time it is presented to the employee. In the event potential criminal conduct is being investigated, no notice shall be required until an investigation(s) is completed by the appropriate 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 suspensions.

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 the 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 11, 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 13, F, Section 1.

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.

Section 9.

A member of the bargaining unit may, at reasonable times, request an opportunity to review his personal service record and add memoranda to the files clarifying any documents contained in the file. An employee may have a representative member of AFSCME present when reviewing his file. A request for copies of items included in the file will be honored. A member of the bargaining unit may request removal of specific items in his file, which request would be subject to review by the Safety or Service Director on a case by case basis. All items in an employee's file with regard to complaints and

investigations will be clearly marked with respect to final disposition. Members of the bargaining unit shall be notified when written reprimands are placed in their personnel file.

Section 10.

The Personal Service Record of any member of the bargaining unit is to be cleared as follows:

Notices of disciplinary actions contained in an individual's personnel file shall not be used for any grievance, disciplinary or arbitration proceeding against that employee provided that there have been no intervening disciplinary actions taken within the past twelve (12) months. 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 11.

Any disciplinary material in the employee's personnel record which has not been seen or signed by him, or a copy sent to him, will not be used against him. The 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.

ARTICLE 12

ABSENTEEISM/TARDINESS 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.

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 evidence 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 Article 12 - Absenteeism/Tardiness Provision of this Agreement.

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 (7th) 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 13

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 either by the Union, on behalf of an employee or employees, or by an aggrieved employee or employees and must be signed by either a Union representative or such aggrieved employee or employees, at every stage.

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:

A. **Step 1**:

The grievant shall attempt to resolve any grievance with his immediate Supervisor in the workplace on an informal, oral basis, within five (5) days of the event or occurrence constituting the grievance or within five (5) working days after the employee or employees become aware of the subject matter. The grievant shall be accompanied by the Steward at this step.

B. **Step 2:**

If the grievance is not resolved at Step 1, the grievant shall present the grievance in writing, within three (3) working days after meeting with his immediate Supervisor, to his Department Head or Superintendent.

The grievant shall be accompanied by the Steward at Step 2. Within five (5) working days of receiving a written grievance, a Department Head or Superintendent may convene a meeting to gather facts before deciding the outcome of the grievance.

The Department Head or Superintendent shall render a written decision on the grievance within eight (8) working days after receipt of the grievance, and shall distribute copies of said decision to the Office of Human Resources, the immediate supervisor, the grievant and the Chairperson of the Grievance Committee.

C. **Step 3:**

If the grievance is not resolved at Step 2 it may be appealed in writing by the Union to the Personnel Director within five (5) working days of receipt of the response at Step 2. Within five (5) working days of said filing, the Personnel Director or His/Her designee, shall schedule a hearing for the purpose of resolving the grievance, with the Chairperson of the Grievance Committee and the Union President present. Ohio Council 8 representatives may attend any hearing. Should either party deem it necessary to call witnesses the other party will be notified in advance of the hearing.

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.

Within ten (10) working days of their Grievance hearing, a written decision will be rendered & distributed to the parties who participated in the proceedings. The Grievant shall 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.

D. **Policy Grievances:**

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.

E. **Time Limits**:

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 representatives of the City and the Union and the grievants and will be binding on all parties. Extensions of the time limits at any step will be agreed to in writing by both parties.

F. **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 Article 56 - Grievance Mediation.

G. **Arbitration Procedure**

1. In the event that the Grievance is not resolved at Step 3, or in the event that the Union objects to a disciplinary action, the Union may request arbitration within thirty (30) working days of receipt of the decision of the Safety or Service Director or his designee. Such request shall be in writing, and filed with the Office of Human Resources.

2. Within five (5) working days after Arbitration is requested, the parties shall attempt to select an Arbitrator by mutual agreement. If such agreement is not reached, a list of seven Arbitrators may be requested by the Union from the Federal Mediation and Conciliation Service or the American Arbitration Association. Within five (5) working days following receipt of said list, the City and the Union shall discuss and select an Arbitrator from the list. The selection of the Arbitrator shall be done by mutual agreement of the parties or, if no agreement can be reached, by each party alternately striking one name from the list until only one name remains. The side to strike the first name shall be chosen by lot.

3. The Arbitrator shall be empowered to grant subpoenas, to compel the production of relevant documents, and to supervise the Arbitration hearing pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

   The Arbitrator shall have jurisdiction only over disputes arising out of grievances or disciplinary matters as defined herein. The arbitrator shall not have the power to add to, subtract from, or modify any term or conditions of this Agreement. All decisions of arbitrators consistent with their jurisdiction, power and authority as set forth herein, and all pre-arbitration grievance or disciplinary 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.

4. 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. Throughout the grievance and disciplinary procedures, a city employee who is called as a witness shall be paid their regular pay if they are a witness during their regular working hours. A Court Reporter shall only be required by mutual agreement of the parties, and in that case the cost of the Court Recorder shall be equally divided between the City and the Union. Transcripts shall be at the expense of the party who orders the hearing testimony typed. The parties may agree to tape record the arbitration in lieu of the use of a Court Reporter.

ARTICLE 14

NON BARGAINING UNIT EMPLOYEES MOVING INTO BARGAINING UNIT COVERED CLASSIFICATIONS

With the exception to accretions of classifications to the bargaining unit, an employee of the City who is employed outside the appropriate bargaining unit, who becomes employed in bargaining unit covered classifications, shall be considered as a new employee for purposes of seniority under provisions of this Agreement.

Such employee shall retain total City seniority only for purposes of retirement accrual, sick leave accrual, vacation accrual and longevity payments.

ARTICLE 15

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 week, showing name, address, date of hire, starting rate, department and classification. The City shall also furnish this same information to the Union, each week, 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.

Section 4. Telecommunicator Probationary Period

A. Present employees who bid to or newly hired employees who become a Telecommunicator shall be on probation, excluding sick and vacation days, for a period of ninety (90) actual working days.

B. Newly hired employees who do not successfully complete their training/probationary period will be terminated.

C. Present employees bidding on the classification of Telecommunicator who do not successfully complete the training/probationary period will be returned to their previous classification and this right shall in turn apply to others who changed jobs as the result of filling the posted position.

D. Telecommunicators who complete their probationary period after December 31, 1996, will be prohibited from bidding to another position for a period of eighteen (18) months from the end of said probationary period.

ARTICLE 16

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 leaves of absence. Newly hired probationary employees who have completed their probationary period shall be entered on the seniority list, with seniority retroactive to date of hire. Educational leaves of absence and personal leaves of absence of more than thirty (30) days shall constitute a break in the employee's seniority. An employee shall maintain seniority; however, after the thirty (30) days the employee shall not accumulate additional seniority.

Section 2. Seniority Posting:

The City shall post a copy of the seniority list showing the seniority of each employee listed by job classification and department on each City and Union bulletin boards. The seniority list shall be revised or updated every 90 days with copies being furnished to the Union at such time. The list shall be posted on each City and Union bulletin board.

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 cause when such discharge is not reversed by way of the grievance and/or arbitration procedures.

D. Failure to give notice of intention to report and/or failure to report for work when recalled from lay off (an employee shall be deemed to have failed to report for work if he does not report within five (5) working days after the receipt of a letter of recall by certified mail, return receipt requested, unless due to actual illness or accident and the employee so notifies the employer.)

E. Lay off for a continuous period of more than thirty-six (36) consecutive months.

F. In the event an employee retires, on Disability Retirement under PERS or Social Security, such employee maintains seniority, at the time of retirement, with the City for a period of three (3) years. In the event such employee returns to work, seniority accumulated prior to retirement, shall be credited to the employee.

G. Failure to report off for five (5) 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.

H. Failure to report to work within five (5) work days following the expiration of an approved leave of absence, unless a satisfactory and/or reasonable reason is given not to report off.

Section 4.

Departmental Seniority is defined as an employee's latest date of hire into the employee's department in which the employee is currently working.

A. Departmental seniority shall be the employee's seniority used for the purpose of vacation scheduling, transfers within the employee's classification within the department, (including shift transfers), and overtime work assignments.

When more than one (1) employee transfers to a new department pursuant to Article 18 - Section 2-B and/or Section 5, (Promotions/Transfers/Temporary Transfers) on the same day, City wide seniority shall break the tie for department seniority.

B. Employee(s) that are forced into another classification and/or department because of reorganization, including employees that bump into another department as the result of a layoff,

shall have their departmental seniority in this new department and/or classification adjusted according to their total City wide seniority.

C. The Water Department shall be divided into the Front Shop and Back Shop and further be treated separately for purposes of departmental seniority under this agreement.

D. Department Seniority for an employee selected for a job in a new department pursuant to Article 18, Section 2-B (Promotions/Transfers/Temporary Transfers), shall be the same as the date of the job bid award letter.

Section 5.

Classification Seniority is defined as an employee's latest date of hire in the employee's classification in which the employee is currently working.

Section 6.

The Union President, Vice-President, Chairman of the Grievance Committee and Grievance Committee members and stewards shall remain at the top of their respective seniority lists for lay-off and recall purposes. Such Union representatives shall have "Super Seniority" in their appropriate Bargaining Unit classification. Such Union representatives shall be designated in writing to the City.

Section 7.

Employees shall lose no accredited seniority unless an employee's layoff exceeds thirty-six (36) consecutive months and the employee's anniversary date shall not be adjusted if layoff does not exceed or has not exceeded thirty-six (36) consecutive months.

ARTICLE 17

LAY-OFF AND RECALL

Section 1. Lay-Off Notice:

Reasons for lay-off shall be for lack of work or lack of funds. Should lay-off become necessary, the Union and the City shall meet to discuss alternatives to lay-off. This meeting shall take place as far in advance as possible. However, this is not construed to negate necessary lay-off if alternatives cannot be reached.

Whenever it becomes necessary to reduce the work force, the City shall lay-off in the following manner:

A. Any temporary, casual or seasonal employees within the department and classification shall be first to be laid off.

B. Any probationary employees within the department and classification shall be next to be laid off.

C. Any part-time employees within the department and classification shall be next to be laid off.

D. Next to be laid off will be full-time employees, starting with least City seniority, within the classification affected.

E. When affected employees have a tie in seniority date, lay-off will be determined by the employees starting time on the first day of employment. If such records are not available or a tie still exists, lay-off will be determined by the employee's last name starting Z-A. (See Exhibit 1)

F. The City will provide at least thirty (30) days advance notice of a lay-off to those employees affected by the lay-off. Any such notice shall be provided simultaneously to the Union. Such notice shall contain effective date of lay-off and reason for lay-off.

G. The Union and the City agree to establish a list which outlines where employees in specific classifications may "Bump" in the case of layoffs.

Section 2.

A. To avoid lay-off, an employee may elect to bump an employee with less seniority in the next lower classification; bump a less senior employee in the same pay range, 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 into 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.

B. Employees shall have two (2) working days from receipt of notice of lay-off to inform the City, in writing, of their election under this sub-section, either to bump if possible or accept the lay-off.

C. After notice has been received from employees the City and the Union will meet with employees electing to bump, to establish their options, if any. The employees will either accept a bumping option or accept the lay-off at that time.

D. In 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.

E. The City and/or its representatives will not challenge an employee's right to unemployment compensation who chooses to take lay-off rather than bump, unless the employee refuses a recall to a Bargaining Unit position in the classification from which the employee was originally laid off.

Section 3. Voluntary Lay-Off:

In event of lay-off, an employee may choose to exercise rights of voluntary lay-off. An employee who chooses voluntary lay-off 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 lay-off, upon notification, to the City.

Section 4.

A. No new employee in the Bargaining Unit job classification shall be hired, nor shall any promotions be made until all employees on lay-off status from the job classification have been recalled to that job classification.

B. Employees on lay-off shall be notified of openings occurring under Article 18, in classifications other than the classification from which the employee was laid off, and shall have the right to submit a bid pursuant to Article 18. It is further agreed that no new employee shall be hired into such classification ahead of laid off employees so long as the laid off employee has the skill and ability to perform the job in question.

C. Recall of employee(s) on lay-off status shall be in the reverse order of lay-off. Notification of recall shall be first by telephone (to be confirmed the same day by certified mail) and then by certified mail.

D. An employee shall have recall rights for three (3) years.

ARTICLE 18

PROMOTIONS/TRANSFERS/TEMPORARY TRANSFERS

Section 1. Job Posting:

When there is a vacancy in an existing job, or a new job within AFSCME Local 2937 or 3449 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, inclusive of the trial period, gained through the bidding process except as may be mutually agreed to by the City and the Union. 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 2-A 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. This notice shall be distributed to the Union President and Departmental Stewards on the initial day of posting.

D. **Cross Bidding**

1. Vacancies in the Bargaining Unit shall be offered to employees in the AFSCME Local 3449 Bargaining Unit at the same time that the job vacancy is posted according to Section l(A) of this Article.

2. Employees in the AFSCME Local 3449 Bargaining Unit shall be considered if there is no qualified bidder from the AFSCME Local 2937 Bargaining Unit to fill the position.

3. Cross bidding shall not constitute a break in service. There shall be no loss in seniority for Longevity, Retirement, Sick/Continued Disability and Vacation accrual, except as defined in Article 16, Sections 4 and 5 (Seniority).

4. For purposes of lay-offs governed by Article 17 (Lay-Off and Recall) employees cross-bidding from Local 3449 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 who has more seniority than the selected employee, 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.

Section 2.

A. The City shall fill the opening, within ten (10) working days, by selecting the employee the City's 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. The City may, at it's discretion, reject the bid of any employee who, in the proceeding twelve (12) months, has participated in three (3) 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 there is no qualified bidder, the City may fill the vacancy from other sources.

Section 3.

The employee shall have a trial period of up to 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 him/herself during the first ten (10) working days and he/she shall revert to his/her 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 his/her replacement, or longer if mutually agreed to by the City and Union.

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. Lateral Transfer Requests:

A. Employees desiring to transfer laterally to openings in other departments or locations within the City, within classifications, may submit a request in writing to the Office of Human Resources during the posting period. The employee and Union shall receive a copy of the lateral transfer request.

B. A lateral transfer would include: a transfer within the same classification; or a transfer to a lower classification within the same classification series at a lower rate of pay.

C. Requests made for lateral transfers must be made by the employee(s) during the first three (3) working days of the posting period.

Section 5. Lateral Transfer Selection:

A. The City shall transfer applicants with the most seniority to fill the openings, provided the applicant has the skill and ability to perform the job, prior to the job being filled through a bid. In the event there are no lateral transfer requests made during the posting period, such job shall be filled in accordance with Section 2-A of this Article.

Section 6. 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 emergencies. A Temporary Transfer to a higher classification shall be offered by departmental seniority provided the

employee has the necessary skill and ability to perform the job. Such transfers shall not exceed ninety (90) days unless mutually agreed to between the Union and City.

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 may then be filled as pursuant to Section 1 of this Article.

Section 7. Shift Transfer:

When a vacancy occurs in the employee's department the employee with the most seniority in that classification shall be permitted to permanently transfer into the open position that is available.

Section 8.

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 in this agreement.

Section 9. Definition for Article 18

Classification Series - Means two (2) or more positions that, when taken as a group, constitute a career progression among and between each other. The series is a logical progression of positions sufficiently similar in respect to higher levels of duties, responsibilities, authority, and qualifications or proficiency in required knowledge, skills and abilities. Series may be indicated by subtitles or numerical designations, e.g., "Class A" or "B"; "1." "2.", etc. Differences in pay ranges do not, per se, qualify two (2) or more positions as being in a "series".

ARTICLE 19

APPLICATION OF CIVIL SERVICE LAW, RULES AND REGULATIONS

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 of persons having passed Civil Service examinations must be provided to the employer, when requested, for selection of original appointments.

ARTICLE 20

HOURS OF WORK

Section 1.

The work week for all employees, except as provided herein, shall be forty (40) hours worked in five (5) consecutive eight (8) hour days, Monday through Friday, exclusive of time allotted for meals.

Section 2. Sanitation Division

The work week for employees in the Sanitation Department shall be five (5) consecutive days Monday thru Friday. The work day shall be determined by the incentive program. However, employees shall be paid no less than eight (8) hours pay each work day, regardless if less than eight (8) hours are required to complete the employee's normal scheduled route. The Sanitation Department will start at 6:00 a.m. each work day.

Section 3. Continuous Operations

The work week for employees engaged in continuous operations, defined as operations for which there is regularly scheduled employment, 24 hours a day, seven (7) days a week, shall be five (5) consecutive eight (8) hour days.

Section 4.

Shift Time - Shift schedule, and shift time, in effect shall not be changed unless mutually agreed to between the Union and the City.

Section 5. Meal Periods

Employees shall be permitted no less than thirty (30) minutes for a meal period. Meal periods shall be scheduled as close as possible to the middle of each shift. Employees who are requested, and do work four (4) hours beyond the employee's regular quitting time, shall be provided a thirty (30) minute paid meal period. The employee shall also be provided a thirty (30) minute paid meal period for each additional four (4) hours thereafter while the employee continues to work. When circumstances make it impossible or impracticable to accord an employee the thirty (30) minute meal period, the employee shall be compensated at the end of the four (4) hour shift thirty (30) minutes overtime pay. The employee will be provided this thirty (30) minute overtime pay for each four hours worked. The employee must work a continuous four (4) hours to be eligible for either the paid meal period or the overtime compensation.

Section 6. Break Times

All employees shall be granted two (2) fifteen (15) minute break periods, one each half (½) shift. The break period shall be scheduled as close as possible to the middle of each one half (½) shift.

Section 7. Clean up Time

All employees shall be granted a fifteen (15) minute personal clean-up period prior to the end of each work shift. Work schedules shall be arranged so employees may take advantage of this provision; the employer shall make the required facilities available.

Section 8.

Clean-up time in excess of the fifteen (15) minute clean-up time, shall continue in effect in those departments and classifications where it is established, provided that an employee uses the additional time for actual clean up (either personal and/or the work area).

Section 9. Part-Time Telecommunicators

A. There shall be up to 5 part time Telecommunicator positions created by the City that may work up to 32 hours per work, subject to scheduling by the City.

B. Part time Telecommunicators will be entitled to any benefits mandated by law (i.e., OPERS coverage)

C. Part time Telecommunicators shall receive prorated vacation, sick leave and holiday pay when actually working on the holiday.

D. Part time Telecommunicators shall not be entitled to other contractual benefits such as but not inclusive of Healthcare coverage, AFSCME Care Plan, longevity, disability leave, injury leave, funeral/bereavement, continuing education incentive, and personal days.

E. Part time Telecommunicators seniority is an employee's uninterrupted length of continuous service with the City compiled by the time actually on the City payroll at the following rate (two years of part time work is equal to one year of bargaining unit seniority), including any approved leaves of absence. Newly hire probationary employees who have completed their probationary period shall be entered on the seniority list retroactive to their date of hire.

ARTICLE 21

RESERVED

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. Fractions of an hour shall be calculated and paid according to the City's time and attendance system.

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 sixteen (16) hours for which an incident (absence occurrence) is charged pursuant to Article 12 Sections 1 and 2 of the Collective Bargaining Agreement, whether actually worked or not.

Section 3. Sanitation Department

Employees in the Sanitation Department shall be paid one and one-half (1½) times their applicable rate of pay for any time worked in excess of completion of their regular scheduled route in any work day, and in excess of forty (40) hours. When an employee(s) is assigned to work another route after completion of the employee(s) regularly scheduled route, the employee(s) shall be guaranteed four (4) hours work or four (4) hours pay in addition to the employee(s) applicable rate, unless the department has been placed in a eight (8) route (B-mode), or seven (7) route (C-mode) structure at the beginning of the work shift. Routes shall be as established or amended by agreement of the City and Union, and shall include routes which may be established to pick up separated waste (i.e., yard waste). The route plan structure developed by the Union and the City that includes a nine (9) route, eight (8) route and seven (7) route scenario shall be periodically reviewed by the City and the Union. The City agrees that the department will only be placed in an eight (8) route (B-mode) or seven route (C-mode) structure at the beginning of the work shift when there is a shortage of manpower and shall not be used to avoid the obligation to offer overtime when necessary.

Section 4. Sixth and Seventh Work Day Premium Pay

Employees who perform work on the sixth (6th) day of the employee's work week, shall be paid one and one-half (1½) times the employee's applicable rate of pay for all hours worked, regardless if such time worked is in excess of eight (8) and/or forty (40) hours.

Employees who perform work the seventh (7th) day of the employee's work week shall be paid two (2) times the employee's applicable rate of pay for all hours worked, regardless if such time worked is in excess of eight (8) and/or forty (40) hours.

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 5. Offering of Overtime

A. On each occasion, the opportunity to work overtime shall be offered to the employee(s) within the Department, Job Classification and shift who has the most seniority. The employee(s) may refuse; however, if the employee(s) refuses the overtime, or fails to work it, the hours will be recorded and will be part of the employee's credited overtime hours, as if worked. The overtime will then be offered to the employee(s) next in line by seniority.

   After offering the overtime within the classification by departmental seniority, the City may offer the overtime outside the classification by departmental seniority providing that the

employee has the skill and ability to do the job. Temporary transfers only retain seniority in original position for purposes of offering of overtime.

B. In the event sufficient employees do not accept the overtime assignment, the overtime shall be offered to employees in the Department, Job Classification, and shift, in the reverse order of seniority and such employee shall be required to work the overtime. Such overtime must be offered at least four (4) hours in advance of the employee's normal quitting time.

C. In the event it is necessary to complete a work assignment, where an employee and/or crew has been assigned, and it is necessary to complete the work assignment on an overtime basis, said employee and/or crew will be offered the overtime assignment if less than three (3) hours are left prior to the end of the normal quitting time.

Section 6. 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 time recorded as overtime worked and/or refused.

C. On each occasion to work overtime, employees will be contacted by the supervisor in accordance with Section 5 of Article 22 and the employee will sign, date, and indicate acceptance or refusal on the overtime listing.

Section 7.

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 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.

Section 8.

If an employee is called in to perform work on an unscheduled work day or work shift, he/she shall be paid a minimum of four (4) hours pay at the applicable overtime rate of pay.

Section 9.

Employees hired after April 1, 1982 may choose to take compensatory time, at the applicable rate, in lieu of overtime payment of up to 24 hours in one calendar year. If the employee does not use all of his compensatory time in the year it is earned, he may carry it over to the next year, however, at no time can he carry a balance of more than 24 hours or earn more than 24 hours in any one calendar year. However, employees with less than 6 years of city wide seniority may accumulate up to 48 hours of compensatory time under the provisions of this section. Compensatory time may be used in the same increments and with the same management approval process as defined for vacation time in Article 25.

ARTICLE 23

UNPAID LEAVES OF ABSENCE

Section 1.

All leaves of absence and any extensions thereof must be applied for to the Safety or Service Director 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. Any 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 unpaid leave of absence. Hospitalization, Life Insurance, and AFSCME Ohio Care Plan, shall continue without cost to the employee unless otherwise specified in this article or any other section of the agreement.

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. Workers' Compensation:

In cases of compensable industrial illness or injury, a leave of absence shall be granted when appropriately supported by medical evidence. Such leave shall continue for the duration of the illness or injury.

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 leave may continue hospitalization, life insurance, and AFSCME Ohio Care Plan 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 military service, on field training, weekend duty or active duty. Employees shall receive the difference in wages between the employees 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 consider 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, or under other circumstances, 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 conversion rate 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. The terms of the previous Collective Bargaining Agreement with respect to Health Benefits shall continue to be applicable to any unit member 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 on the date this agreement is legally executed by both parties,

and shall continue for the duration of his/her current enlistment. Upon the expiration of the unit member's current enlistment, which shall not include any term of re-enlistment, the terms of the current Collective Bargaining Agreement shall apply.

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 shall 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 this agreement will not be applied discriminatory.

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 AFSCME Ohio Care Plan 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 two (2) employees 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 2937 or 3449 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 18 - Promotions/Transfers/Temporary Transfers. This section does not affect or supersede Lay-Off Recall Provisions.

ARTICLE 24

HOLIDAYS

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 (third Monday in January)
3. President's Day (3rd Monday in Feb.)
4. Good Friday
5. Memorial Day (last Monday in May)
6. July 4th
7. Labor Day (1st Monday in September)
8. Veteran's Day (November 11th)
9. Thanksgiving Day (4th Thursday in Nov.)
10. Day after Thanksgiving (4th Friday in Nov.)
11. Christmas Day (December 25th)
12. Personal Day

Section 1.

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

However, Telecommunications, Water Department Filtration Operators, WPCC Operators and Shift Supervisors, shall be exempted from the foregoing and shall celebrate the holiday on its normal/actual day.

Furthermore, with approval of Department Heads and provided minimum staffing requirements are met, employees in classifications that either work in a twenty-four (24) hour operation or a non Monday through Friday schedule, may be permitted to "exchange" and work the observed holiday with the normal/actual holiday with the express understanding there will be no consequential increase in pay.

Section 2.

Employees who work any of 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 3.

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 day shall not be deducted as a day of sick leave.

If a holiday falls during the time an employee is on Jury Duty, funeral leave, or hearing such as Workers' Compensation, the employee shall also receive holiday pay.

Section 4.

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

Section 5.

A Personal Holiday may be scheduled in accordance with the operational needs of the City, upon a five (5) day advance notification to the employee's supervisor. Personal days may be taken in increments of not less than one (1) hour as the employee chooses. 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 required may be waived.

Section 6.

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 7.

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 holidays must be worked at the employee's normal rate of pay.

ARTICLE 25

VACATIONS

Section 1.

Employees in the appropriate bargaining unit shall receive vacation with pay each year in accordance with the following schedule:

Anniversary Date (Years of Service)	Period of Paid Vacation (Working Days)
3 thru 5	12
6 thru 10	18
11 thru 15	24
16 thru 20	30
21 thru 25	36
26 thru 30	42
31 thru 35	48
36 thru 40	54
41 thru 45	60

An employee hired on or after April 1, 1982, shall be entitled to vacation according to the following schedule:

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

Section 2.

A. (1) For the purposes of administering vacations the employee may elect to take an extra day's pay to be deducted from his/her accumulated vacation, with any week of scheduled vacation time off.

(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.

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 (1) hour as the employee chooses. An employee may choose to use a vacation period of up to five (5) working days by notification to the employee's immediate supervisor. On each such occasion, the employee shall notify the supervisor two (2) work days in advance of the date the employee desires to use vacation.

C. For vacation periods of five (5) working days or more duration, a vacation sign-up period shall be provided during the month of January 1-31 of each year. Employees shall sign up for vacation periods desired and the vacation shall be scheduled by seniority. The supervisor will schedule vacation based on operational needs and will post the vacation schedule by February 10 each year. Any vacation not scheduled during the sign up period of January 1-31 may be scheduled based on operational needs by submitting a request to the immediate supervisor (2) two work days in advance of the date requested. The (2) days advance request may be waived in some situations.

D. Employees may choose to carry over not more than ten (10) work days vacation into the next anniversary vacation period each year. Employees may also bank up to fifteen (15) weeks of earned vacation time toward retirement, payable at retirement. No more than three (3) weeks of earned vacation may be banked in any year.

E. In the case of a death of an employee, the unused vacation leave shall be paid to the estate or in accordance with State Law.

F. Employees whose employment ceases, for any reason, including lay-off, termination, quit and retirement, shall be paid the unused portion of the employee's earned vacation at 100% 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. Vacations 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. Employees on any unpaid leave of absence must have either been on the active payroll as of January 1 of the current year or have worked no less than thirty (30) working days in the current year in order to be entitled to their vacation benefits for that year.

J. In lieu of, or in addition to banking vacation, 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.

K. **Cashing Out Banked Vacation**

1. The following option is only available for employees who are in their 28th 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 1st 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 OR BEREAVEMENT LEAVE

Section 1.

An employee may utilize up to three (3) consecutive scheduled work days, with pay, for the purpose 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, step parent, grandparents-in-law or step child of the employee.

Section 2.

An 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

O.P.E.R.S.

Bargaining unit employees shall pay the full employee contribution as determined by the Ohio Public Employee's Retirement System (OPERS) in accordance with their established procedures.

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

Pursuant to Federal Law, the employee shall not have the option of choosing to receive the contribution amounts directly. The employee's contribution to OPERS will be paid to OPERS through payroll deduction. The City will do so by "reducing" the gross salary by the employee's legally designated share of the Pension Board as the employer's contribution.

ARTICLE 28

LONGEVITY PAY

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

ANNIVERSARY DATE (years)	Payment
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 any unpaid leave of absence or layoff who are entitled to such pay providing an employee has either been on the active payroll as of January 1st of the current year or has worked not less than 30 working days in the current year.

ARTICLE 29

HEALTH AND LIFE INSURANCE COVERAGE

Section 1.

The City shall maintain health care and life insurance coverage in effect upon ratification of this Agreement. 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 per person/$2,500 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 $2,000 per person /$4,000 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.

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.

ARTICLE 30

EMPLOYEE ASSISTANCE PROGRAM

The City agrees to maintain an Employee Assistance Program during the term of this contract at no cost to the employees.

ARTICLE 31

AFSCME OHIO CARE PLAN

Section 1.

The employer agrees to contribute to the AFSCME Ohio Care Plan for the purpose of providing various benefits (Vision Care, Life Insurance, Hearing Aid, Dental II, and the Prescription Card) 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
1/1/11
$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 32

PRINTING OF CONTRACTS

The City agrees to pay the full cost of printing the contract booklets and making them available to each employee and a reasonable number for AFSCME.

ARTICLE 33

UNION NEGOTIATING COMMITTEE

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.

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 34

CONTRACTING/SUB-CONTRACTING

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 35

SICK LEAVE

Section 1. Crediting of Sick Leave:

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 completed service in each pay period. Sick leave shall accumulate without limit.

Section 2. Retention of Sick Leave:

An employee who transfers from another public agency, or who has prior service with a public agency, in Ohio, shall retain credit for any sick leave earned but not used. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit upon his reemployment provided that such reemployment takes place within one (1) year of the date on which the employee was last terminated from public service. Employees hired 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 3. Expiration of Sick Leave:

If illness or disability continues 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 10 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 4. Charging of Sick Leave:

Sick leave shall be charged in minimum units of one-half (½) 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. Each six (6) months, employees shall be provided a statement showing all accrued and unused sick leave.

Section 5. 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 and;

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 forty-eight (48) hours per calendar year) and;

C. If a spouse, child or member of the household is afflicted with a contagious disease and when, through exposure to a contagious disease, as attested to by a doctor, the presence of the employee at his job would jeopardize the health of others, and;

D. Pregnancy and/or childbirth.

E. Member of his/her household means a dependent as defined and recognized by the Internal Revenue Service.

Section 6.

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 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 on or before December 31st of the year of the completion of their 30th 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 6A 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 6 - A upon retirement.

Section 7. 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 8. 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 9. Notification by Employee:

When an employee is unable to work, he/she shall notify the supervisor or other designated person, at least one-half (½) hour before the time he/she 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 10. Continued 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% 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 (4th) work day subject to paragraph D 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 for absenteeism or abuse of sick leave, at a step above a written warning within the last six (6) months, 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.

* Length of Service	Weeks of Disability
6 months to 1 year	10 Weeks
1 year to 5 years	26 Weeks
5 years to 15 years	36 Weeks
15 years and 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 OPERS, or is not himself or herself disabled.

Section 11.

It will be considered the same disability period, for benefits provided under Section 10, if the employee returns to work and is then off again within two (2) weeks for the same disability.

ARTICLE 36

PAYMENT FOR JURY DUTY

All employees while serving as jurors, either in Grand Jury or Petite 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 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 jurors 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 37

REPORT IN PAY

An employee 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 38

CALL BACK PAY

An Employee who has finished his shift and left the premises shall be given at least four (4) hours pay at the applicable rate of pay when called back to work within the same work day.

Note: An employee who is permitted to leave the premises within the four (4) hours of an initial Call Back and is called back again within the same four (4) hour period shall be paid for only one (1) minimum four (4) hour Call Back.

ARTICLE 39

STAND BY PAY

Section 1.

An employee who is scheduled to be on standby or on call after the employee's quitting time and the regular starting time the next work day shall receive a standby allowance of two (2) hours at the employee's normal rate of pay for each day the employee is scheduled for standby or on call.

Section 2. Collection Systems Department Only

Collection Systems will appoint two employees per shift for each weekend and/or holiday event. All eligible employees for this work will be placed on a rotating basis as scheduled by the Department's supervision.

"Standby" Weekend Schedule:

The premise for Department Standby coverage will be as follow:

Shift	Time/Day	Elapsed Time
Days	2:30 AM - 2:30 PM - Saturday	12 hours
Afternoons	2:30 PM - 2:30 AM - Sunday	12 hours
Days	2:30 AM - 2:30 PM - Sunday	12 hours
Afternoons	2:30 PM - 2:30 AM - Sunday	12 hours

"Standby" Holiday Schedule:

The premise for Department Standby coverage will be as follow:

Shift	Time/Day	Elapsed Time
Days	2:30 AM - 2:30 PM	12 hours
Afternoons	2:30 PM - 2:30 AM	12 hours

"Standby" Method of Notification:

Collection Systems employees will be issued revolving, portable pagers for their usage during their assigned period. Upon notification, employees will be required to acknowledge the page by contacting the City's Central Dispatch Center.

"Standby" Method of Payment:

For weekends and holidays, Collection Systems employees will be reimbursed one (1) hour of regular pay per each 12 hours of Elapsed Time of coverage per the above schedule.

In the event that an employee is unable or does not respond within 15 minutes of this notification, Central Dispatch will notify the next available employee by Job Classification, Shift, and then by Seniority. The employee who is unable or does not respond to his page, will forfeit his Standby pay. The employee that does respond will be reimbursed according to the above schedule. Continual failure to respond to a page may also subject the employee to possible discipline.

Off Hours Call In During the Week:

During the work week of Monday through Friday, any call after 10:30 PM through 2:30 AM will be treated as a Call-Back situation. Any call between 2:30 AM and 6:30 AM will also be treated as a Call-Back situation. Employees will be called by Job Classification, Shift, and then by Seniority.

ARTICLE 40

JOB RELATED INJURY PAY

A member of the bargaining unit who sustains an injury in the course of and arising out of the performance of their authorized duties, shall file a Workers' Compensation claim with the designee of the administration in accordance with the Workers' Compensation Law of Ohio and the policies and procedures established by the administration.

Provided a member of the bargaining unit loses eight (8) or more calendar days from work resulting from the injury sustained in the performance of their authorized duties, a claim form shall be filed on behalf of the bargaining unit member.

During the time period from the date of a certified and compensable job related injury through but not to exceed the first twelve (12) weeks from the date of injury, the member shall receive their regular wages and the time lost shall be carried as injury leave.

The Sick Leave pay of an employee shall in no way be affected by the payment of their regular wages for the first twelve (12) weeks from the date of a certified and compensable job related injury.

In the event a Workers' Compensation claim awarded is appealed by either the employee or the employer to the District Hearing Officer, the Staff Hearing Officer or the Court of Common Pleas in accordance with the Workers' Compensation Law and the Workers' Compensation claim is found to be compensable; then, any sick leave pay used during that time period shall be reinstated to the employees sick leave account provided usage of sick leave was a result of the Workers' Compensation claim which was in the appeal process.

The employee shall be afforded the opportunity to participate in any program sponsored by the rehabilitation program of the Industrial Commission of Ohio. Participation in the program shall be determined on the recommendation of the employee's physician of record and the representative of the Rehabilitation Division, and representatives of the administration.

Provided the employee does participate, the City shall establish a contract with the Division of Rehabilitation in conjunction with the recommendation of the employee's physician according to the policies and procedures set forth by the Division of Rehabilitation.

In no event shall an employee forfeit the reasonable and normal benefits afforded a City employee due to a compensable, certified and awarded Workers' Compensation claim.

ARTICLE 41

RESIDENCY INCENTIVE BENEFIT

There shall be no residency requirement.

ARTICLE 42

TOOL ALLOWANCE

Section 1.

Employees in the classification of mechanic, (the classification of Mechanic is interpreted as any mechanic classification) Boiler Operator and Millwright shall be reimbursed from the City up to $800.00 each year for tools needed to perform the normal work duties of the employee's classification including replacement tools, unless the City provides an employee with all tools necessary to perform City work. In the event the City provides an employee with all tools necessary to perform City work, no reimbursement shall occur. The employee must first receive prior approval from their immediate supervisor before purchasing the necessary tools. The more expensive and specialized type tools necessary to perform work duties in a classification shall be provided by the City. This Article is intended to also apply to employees in any classification where such employee is required to have tools to perform work duties.

A. Reimbursement for tool allowance will be processed on a quarterly basis on January 31st, April 30th, July 31st, October 31st.

B. A dated, itemized receipt(s) must be submitted no later than one (1) week prior to the dates indicated in subsection A.

C. Payment vouchers shall be processed within seven (7) calendar days after the dates indicated in subsection A. Checks shall be issued within fourteen (14) calendar days after the Auditor's Office receives payment vouchers.

D. There is no quarterly spending limitation provided that it does not exceed the yearly tool allowance of $800.00.

Section 2. Loss of Tools:

In the event that all of an employee's tools and/or tool box are destroyed or lost (by catastrophic means, major theft, or Acts of God) the appropriate City account will cover the loss, provided:

A. The tools and/or tool box was properly secured on-site and/or were being used in the course of employment.

B. The employee is using personal tools per his/her classification's requirement; and with the Supervisor's knowledge.

C. A list of each employee's tools is maintained by the City - it is the employee's responsibility to notify their Supervisor as new tools are added.

D. The tools are on City property and are properly secured when not in use.

E. If the tool(s) lost or destroyed are not shown on the employee's inventory list, the City will not be held responsible for loss or destruction.

F. Whenever possible, tools should have a permanent mark as to the legal owner.

G. The City reserves the right to withhold payment until any investigations by insurance or Law Authorities are closed.

ARTICLE 43

EMPLOYEE LIABILITY PROTECTION

Any employee who is named as a party to any lawsuit or any other type of litigation as a result of appropriate discharge of duties as an employee of the City, shall be held harmless by the City.

The City shall absolve the employee of any liability whatsoever, including, but not limited to, financial, Court costs, witness fees, lost time and legal fees, as a result of such action.

ARTICLE 44

SHIFT DIFFERENTIAL

1st. or midnight shift, $.65 per hour

3rd. or afternoon shift, $.50 per hour

Employees will be paid the appropriate differential at the applicable rate of pay in addition to their hourly rate for all hours actually worked on that shift.

ARTICLE 45

INCLEMENT WEATHER AND FOUL WORKING CONDITIONS GEAR

Section 1.

The City shall provide employees who are required to work under inclement weather conditions all necessary gear to work under such conditions. The City shall provide gloves, boots, rain suits, insulated coveralls and hats. Employees will maintain this gear and must return worn-out items to be eligible for any replacements. Employees shall replace any lost or stolen gear, after reporting such lost or stolen gear to their Immediate Supervisor or Department Head; however, once the gear is replaced by the employee, it will be considered eligible for replacement by the City when worn-out.

The City shall provide stock rain suits and insulated coveralls of different sizes for employees that work under inclement weather conditions periodically in D.M.V.

Section 2. Uniforms:

The City agrees to provide up to eleven (11) uniforms and weekly laundry service to any employee who is required to wear it at no cost to the employee. Employees may substitute at their expenses a solid short sleeve shirt or T-shirt during the months of May through September. Employees who do not wear a uniform shirt must have their City I.D. badge with them at all times.

ARTICLE 46

JOB DESCRIPTIONS

Section 1.

Union job descriptions shall be those in effect at the beginning of this contract and shall not be changed by the City. Any changes in job descriptions shall be subject to the provisions of Article 46.

Section 2.

If substantial changes occur in the method of operations, duties, tools, or equipment of a job classification, the City shall notify the Union of its intent to establish such changes ten (10) days before it institutes such change, and the wage rate and changes therefore, shall be negotiated between the City and the Union. If the parties cannot agree upon a proper wage rate, the City may set up the wage rate and job description and the matter may be referred to Step 3 of the Grievance Procedure.

Section 3.

If the parties mutually agree to the wage rate and the job description or if the matter is referred to arbitration, such wage rate and job description shall become a part of the agreement and the negotiated or determined rate, if higher than the rate established by the City shall be applied retroactively to the date the employee started to work or the new rate was established by the City.

ARTICLE 47

UNION ORIENTATION

The Union President may request to meet with all employees hired during the prior month for one (1) hour duration, to inform said employees of functions of AFSCME Local 2937. City facilities shall be made available for this purpose.

ARTICLE 48

WORK RULES

The City shall have the right to promulgate reasonable rules and regulations necessary for the orderly and efficient operation of the City. Such rules and regulations shall not conflict with the express terms of this Agreement.

Prior to the implementation of any new rule(s) or regulations and/or change in the existing rule(s) and/or regulations, the City shall meet with the Union to discuss such rule(s) or regulations.

Forty-eight (48) hours prior to implementation, the City agrees to post such rule(s) or regulations in conspicuous places on bulletin boards throughout the City.

If the Union will not or cannot meet to discuss any new rule(s) or regulations, the rule or regulations will take effect forty-eight (48) hours after posting.

The Union reserves the right to challenge the effect of any rule or regulation through the Grievance Procedure.

ARTICLE 49

DISEASE PREVENTION/HEALTH SCREENS

The City recognizes that due to the nature and type of some work, within the bargaining unit, some employees confront certain health risks due to materials with which the employee regularly comes into contact and the environment in which they normally work.

Therefore, the City will provide bi-annual health screens for the following list of employees, all WPCC, Sanitation, Water Filtration, and Street/Sewer employees who are so endangered. The City will screen for those diseases which are known to generally arise from contact of such materials and are generally common to the environment in which the employee works. The health screens will be conducted in the month of January and August of each year, at each particular work site involved, by the medical staff of the Canton Health Department, during the employee's normal working hours. Any medical examination unable to be performed on site will be provided at available medical facilities by the City. Employees involved in the health screens shall receive their normal rates of pay.

In addition to the bi-annual health screens, an employee who has reason to suspect that he has contacted a disease due to the contact with materials on the job or the work environment will be screened at the Canton Health Department during working hours, at the employee's request, without loss of pay.

The City will provide inoculation for such disease at no cost upon the request of the employee. The employee will be required to sign a waiver which indicates the inoculation is at the employee's request, and that the employee assumes the risk of any consequential reaction to the voluntary inoculation.

(**NOTE:** A copy of said waiver is included in the Appendix to this Agreement) **SEE EXHIBIT 3**

ARTICLE 50

SAFETY AND HEALTH

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 employees Policy 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 Employee Policy 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 any employee for the exercise of any rights pursuant to H.B. 308 (OSHA Standards) may be brought under the Grievance procedures of this Contract. Employees shall have the right to call a supervisor, General Foreman, or Superintendent if faced with a situation that requires additional safety equipment or training prior to beginning such assignment. The employee shall reduce to writing his/her concerns. The supervisor, General Foreman or Superintendent shall provide a written response to the employee to verify such request and the decision rendered in that situation.

ARTICLE 51

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 then 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, 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 unreasonable 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)

Section 5.

Sexual harassment is not a consenting relationship between adults.

Section 6.

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 employees' Personnel File. It is understood that any person electing to utilize this complaint resolution procedure will be treated courteously and confidentially.

Section 7.

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.

Section 8.

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 52

TRAINING PROGRAMS

During the term of this Agreement, it is the intent of the City 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 53

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

The City of Canton's policy is that all City employees will enjoy equal employment opportunity and affirmative action treatment without regard to race, color, sex, religion, age or national origin.

The City agrees that complaints of discrimination may be brought directly to the City's Equal Employment Opportunity Compliance Officer by the Union. The complaints shall be investigated promptly, confidentially and without retaliation by the City.

ARTICLE 54

COMMERCIAL DRIVER'S LICENSE

Section 1. Maintenance of Commercial Driver's License

A. Employees that are required to possess and maintain a Commercial Driver's License or Operator's License must submit their license upon renewal to his/her Department Head, immediate supervisor, or other appropriate official.

B. A copy of each employee's license must be maintained in the Department of Human Resources.

C. Failure to submit a renewed license will result in disciplinary action.

Section 2. Suspension or Termination of Commercial Driver's License

A. Employees who are required to possess and maintain a Commercial Driver's License or Operator's License must inform his/her Department Head, immediate supervisor, or other appropriate official when his/her ability to operate vehicles has been suspended or terminated for any reason.

B. Failure to report suspended or terminated license privileges will result in **Disciplinary** action up to and including termination.

C. Employees will not drive City vehicles until the suspension or revocation is no longer in effect. However, in the event a Court Order granting work driving privileges to, from and at work is entered, an employee will be permitted pursuant to said Court Order to drive City vehicles upon providing the City with a copy.

D. Employees whose license is suspended, terminated, or who fail to renew the required license will be placed in a vacant Bargaining Unit position for which he possess the qualifications if it is available, and his placement does not violate other terms of this Agreement including bumping rights.

E. If such a vacancy is not available, the employee will be laid off, and if during the first 90 days of such lay off the employee obtains his CDL, such employee will be returned to his previous position and job laid off from.

F. 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.

G. In the event that an employee fails to obtain their CDL within the first ninety (90) days of either a layoff pursuant to (E) above, or placement in a vacant Bargaining Unit position pursuant to (D) above, that employee shall forfeit all rights to their previous position.

ARTICLE 55

LEAF AND LARGE ITEMS PICK UP

The City and the Union agree that leaf and large item pick-up in the Sanitation Department will continue to be discussed at Labor Management Committee meetings. A Labor Management Meeting shall be scheduled annually by May 15th of each year regarding the following November's leaf pick-up program.

The Sanitation Department will assure that the staffing level is high enough during leaf pick-up season, November 1 through November 30, to allow employees to have limited use of vacation during said period.

Limited use is defined as up to three (3) days per employee in the Sanitation Department for two (2) Utility Operator 3's and three (3) Waste Collectors's each working day.

ARTICLE 56

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 inadmissable 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 57

NON-MANDATORY OVERTIME/SANITATION DIVISION

In event it becomes necessary to mandate overtime in the Sanitation Division, employees shall not be required to work in excess of four (4) overtime hours per day and only may be mandated to work such overtime during the normal work week, Monday thru Friday.

ARTICLE 58

CREDIT UNION DEDUCTION

The City agrees to continue employee Credit Union deductions for employees who choose to do so.

ARTICLE 59

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 60

EMPLOYEE EVALUATION

Section 1.

Each employee shall be evaluated by his/her immediate Supervisor once each calendar year, on the anniversary month of his/her employment. 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 61

PAY CHECKS

Pay checks shall be distributed every other Friday. First shift employees shall receive their pay checks at 7:30 A.M. on pay day. Second shift employees shall receive their pay checks prior to the middle of the first half shift on pay days and third shift employees shall receive their pay check at 3:30 P.M. the Thursday prior to pay day. Pay checks will be delivered by Supervisors to the employees at the designated times.

Upon advance two (2) week request, an employee shall receive vacation pay in advance of vacation. Employees on sick leave or leave of absence, who have pay checks coming, shall have such checks mailed to their home to be received on the normal pay day, unless the employee has made other arrangements to receive the pay check.

ARTICLE 62

WORK ENVIRONMENT

Work environment complaints should be reported to the Department Head or Appointing Authority.

The City shall investigate the complaint 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 alternate 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 63

MAINTENANCE OF STANDARDS

The City agrees that all conditions of employment in its individual operation relating to hours of work and conditions of employment, shall be maintained at not less than the highest minimum standards in effect at the time of the passing of this Agreement and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is further understood and agreed that any wages, hours or working conditions agreed to that are in excess of those established herein, shall not be reduced.

ARTICLE 64

SAVINGS CLAUSE

Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by a 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.

In event that appeals to any such decision are filed such specific Article, Section or portion thereof affected by the decision shall continue in effect until the appeals process is completed.

ARTICLE 65

SUCCESSOR CLAUSE

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 66

WAGE SCHEDULE

Section 1.

Effective January 1, 2012 – All classifications and Steps, including Telecommunications shall receive a 2% wage increase.

As defined in Section 4117 of the Ohio Revised Code, the parties agree to meet and begin negotiating a wage re-opener no sooner than November 7,2012 and no later January 31, 2013 for a possible wage increase in 2013.

Section 2.

Effective January 1, 1986, all bargaining unit classifications in the Water Pollution Control Center shall receive an additional $.20/hour increase added to their base pay to compensate for the hazardous conditions in that facility. The Water Pollution Control Center (WPCC) has been changed to Water Reclamation Facility (WRF) and shall include any reference to WPCC in the contract.

Section 3.

Employees assigned by seniority to be Telecommunicator Shift Leader during their normal shift shall be paid $1.00/hour above their normal hourly rate of pay for all hours worked. Telecommunicator Shift Leader duties shall be consistent with those agreed to by the parties in their August 7, 2009 memorandum of understanding.

Section 4.

Employees hired before June 18, 2011 shall automatically progress from Step 1 to each successive step, concluding with the top existing step, after six months in each step. Employees hired on or after June 18, 2011 (except Telecommunications) shall automatically progress from Step 1 to each successive step concluding with the top step 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 to 36 months
3. Step 3 - After 36 months to 60 months
4. Step 4 - After 60 months to 84 months
5. Step 5 - After 84 months

B. Pursuant to Article 18 - Promotions/Transfers/Temporary Transfers, all new hired employees as stated above that are 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 consistent with the above Section 4-A from the effective date of the promotion until the top step is obtained.

Section 5.

The increases denoted in Sections 2, 3, 7, 8 and 9, of Article 66 do not appear in Wage Table Schedule.

Section 6.

All bargaining unit employees who currently park their automobiles without charge at City facilities during work hours shall continue to do so.

Section 7

Employees in the classification of Heavy Duty Equipment Operator 4 and Heavy Duty Equipment Operator 4/Welder shall receive a $.50 per hour differential when operating certain equipment as specified in the respective current job descriptions.

Section 8.

Effective August 25, 2003, bargaining unit classifications in the Collection Systems Department, shall receive an additional $.20/hour added to their base pay to compensate for the hazardous conditions.

Section 9. Sugarcreek Water Treatment Facility

All employees assigned to the Sugarcreek Water Treatment Facility shall receive an additional $.65 per hour added to their base rate of pay when actually working at the Sugarcreek Facility.

Section 10.

The positions of Mechanic/Utility and Heavy Duty Automotive Mechanic 3/EVT as listed in the Wage Schedule include a $.50 differential for possessing a Commercial Drivers' License, and is not included in the calculation of negotiated increases.

Example:	2004 Heavy Duty Automotive Mechanic 3 -	Step 1 =	$11.32
	3% 2005 negotiated increase Step 1	=	$11.66
	CDL differential	+	.50
	Mechanic/Utility and Heavy Duty Automotive Mechanic 3/EVT	Step 1	$12.16

Section 11. Telecommunicator Wage Schedule **(Does not appear in Wage Table Schedule)**

The wage schedule for the position of Telecommunicator for the year 2007 shall be as follows:

Step	Service as a Telecommunicator	Rate Per Hour
1	Up to 24 months	$14.12
2	After 24 months	$16.10
3	After 60 months	$17.23
4	84 months and over	$18.96

1. Current employees shall be placed in a step which is commensurate with their years of service as a Telecommunicator.

2. Current employees shall advance through the pay schedule based upon their hire date or reclassification date to the Telecommunicator position.

3. Newly hired employees shall be placed in step 1 of the wage schedule and advance through the pay steps based upon the employee's hire date as a Telecommunicator.

4. Upon an employee's reclassification through the bid process to the position of Telecommunicator, the employee shall be placed in Step 1 of the Wage Schedule. The employee shall advance through the pay schedule based upon the reclassification date of the employee to the Telecommunicator position. This includes employees who previously served as Telecommunicators.

5. The Telecommunicator wage schedule shall increase by the negotiated increase for the years 2008 and 2009.

Section 12. Boiler Operator-Licensed

Effective January 1, 2007, employees in the classification of Boiler Operator shall receive an additional $.65 per hour added to their base pay to compensate for possessing a Boiler Operator's License. This position as listed in the Wage Schedule includes $.65 per hour for possessing a license and is not include in the calculation of negotiated increases.

Example:

2006 Boiler Operator-Licensed	Step 1	=	$11.83
4% 2007 negotiated increase	Step 1	=	$12.30
License differential		+	.65
Boiler Operator Licensed	Step 1		$12.95

2012 Schedule/Hire Prior to June 18, 2011	Step 1	Step 2	Step 3	Step 4	Step 5
Assistant Parking Manager	$14.45	$15.38	$16.36	$17.39	$18.49
Assistant Supervisor of Filtration (Sugarcreek Plant)	$17.33	$18.14	$21.35	$22.56	$24.51
Bacteriologist	$15.48	$16.23	$18.40	$19.61	$20.86
Boiler Operator-Licensed	$15.38	$16.12	$18.34	$19.52	$20.78
Chemist	$15.59	$16.50	$19.37	$20.58	$21.83
Computer Electronic Specialist	$18.65	$19.59	$22.44	$23.63	$26.35
Computer Electronic Tech 2	$15.99	$16.81	$19.16	$20.35	$22.33
Computer Electronic Tech 4	$17.33	$18.14	$21.35	$22.56	$24.51
Construction Controller	$13.75	$14.36	$16.22	$17.39	$18.66
Construction Coordinator	$15.84	$16.78	$19.64	$20.83	$22.23
Construction Supervisor	$15.84	$16.78	$19.64	$20.83	$22.23
Crew Supervisor	$15.76	$16.70	$19.53	$20.75	$22.00
Cross Connection Supervisor/Leader	$15.84	$16.78	$19.64	$20.83	$22.23
Customer Serviceperson	$13.90	$14.42	$16.46	$17.70	$18.94
Customer Serviceperson/Inspector	$14.32	$15.05	$17.79	$18.98	$20.24
Downtown Service Specialist	$15.57	$15.95	$18.38	$19.59	$20.84
Draftsperson	$14.40	$15.03	$16.93	$18.16	$19.40
Electric and Electronic Technician	$16.86	$17.71	$20.56	$21.75	$23.03
Electronic Specialist	$18.65	$19.59	$22.44	$23.63	$26.35
Engineering Aide 3	$14.73	$15.44	$17.47	$18.69	$19.95
Engineering Technician 1	$18.20	$19.14	$21.35	$22.56	$23.81
Engineering Technician 4	$18.92	$19.91	$22.44	$23.63	$24.91
Filter Operator	$14.64	$15.38	$17.42	$18.64	$19.88
Filter Operator Class 1	$15.47	$16.21	$18.25	$19.47	$20.72
Filter Operator Class II	$16.24	$16.99	$19.02	$20.24	$21.48
Filter Operator Class III	$16.63	$17.36	$19.40	$20.62	$21.87
Garden Center Manager	$13.92	$14.56	$16.61	$17.81	$19.06
General Maintenance Specialist	$15.28	$16.25	$18.71	$19.91	$21.19
Heavy Duty Automotive Mechanic 3	$15.02	$15.89	$18.38	$19.59	$20.46
Heavy Duty Automotive Mechanic 3/EVT	$15.52	$16.39	$18.88	$20.09	$20.96
Heavy Duty Equip Operator 4	$15.02	$15.89	$18.51	$19.72	$20.97
Heavy Duty Eguip Operator 4/Lift Station Mechanic	$15.65	$16.53	$19.02	$20.23	$21.11
Heavy Duty Eguip Operator 4/Welder	$15.02	$15.89	$18.51	$19.72	$20.97
Industrial Meter Inspector 1	$13.61	$14.09	$15.94	$17.15	$18.40
Industrial Meter Inspector 2	$13.73	$14.27	$16.08	$17.32	$18.58
Industrial Meter Repairperson 1	$13.97	$14.49	$16.33	$17.52	$18.81
Industrial Meter Repairperson 2	$14.62	$15.41	$17.87	$19.08	$20.35
Industrial Waste Inspector	$14.98	$15.65	$17.87	$19.08	$21.23
Laborer 2	$13.15	$13.65	$15.28	$16.46	$17.75
Lead Filter Operator	$16.36	$17.11	$19.14	$20.35	$21.60
Light Duty Automotive Mechanic 3	$14.74	$15.60	$18.13	$19.32	$20.02

2012 Schedule/Hire Prior to June 18, 2011	Step 1	Step 2	Step 3	Step 4	Step 5
Lubricant Technician	$13.66	$14.16	$16.26	$17.43	$18.70
Maintenance Custodian	$12.99	$13.50	$15.10	$16.31	$17.55
Maintenance Electrician	$17.81	$18.47	$20.50	$21.71	$22.98
Maintenance Operator 1	$12.35	$12.83	$14.46	$15.64	$16.92
Maintenance Operator 2	$12.66	$13.15	$14.77	$15.96	$17.24
Maintenance Specialist	$13.97	$14.68	$17.42	$18.64	$19.88
Mechanic Helper	$14.61	$15.47	$17.50	$18.72	$19.99
Mechanic/Utility	$15.66	$16.54	$19.02	$20.23	$21.11
Meter Clerk	$13.15	$13.65	$15.28	$16.46	$17.75
Meter Reader	$13.26	$13.78	$15.60	$16.82	$18.09
Meter Reader Foreman	$14.10	$14.85	$17.68	$18.86	$22.23
Meter Repairperson	$13.97	$14.09	$16.33	$17.52	$18.81
MeterShop Foreman	$14.10	$14.85	$17.68	$18.86	$22.23
Millwright	$14.73	$15.47	$17.69	$18.87	$20.13
Millwright Mechanic	$15.30	$16.08	$18.60	$19.80	$21.07
Millwright Mechanic Leader	$15.38	$16.27	$19.01	$20.21	$21.47
Parking Attendant	$8.28	$8.80	$9.35	$9.96	$10.59
Parking Enforcer	$12.35	$12.83	$14.46	$15.64	$16.92
Parking Manager	$18.49	$19.67	$20.91	$22.24	$23.66
Pipefitter 3	$15.21	$15.95	$18.70	$19.88	$21.15
Preventative Maintenance Person	$15.03	$15.47	$17.52	$18.73	$20.00
Reproduction Assistant	$13.66	$14.16	$15.83	$17.00	$18.27
Reproduction Specialist	$18.20	$19.14	$21.72	$22.93	$24.20
Semi-Skilled Utility Worker/Water	$14.25	$14.74	$16.60	$17.80	$19.05
Senior Electronic Technician	$17.33	$18.14	$21.35	$22.56	$24.51
Senior Instrumentation Specialist	$17.81	$18.47	$20.50	$21.71	$22.98
Service and Distribution Technician	$13.15	$13.65	$15.28	$16.46	$17.75
Shift Supervisor	$15.89	$16.78	$19.53	$20.75	$22.00
Shift Supervisor/Foreman	$15.89	$16.78	$19.53	$20.75	$22.21
Sign and Paint Operator 3	$14.46	$16.73	$17.33	$18.51	$19.79
Sign and Paint Equipment Operator 4	$15.02	$15.89	$18.51	$19.72	$20.97
Signal Construction Tech 4	$16.56	$16.72	$20.24	$21.46	$23.41
Signal Technician 2	$15.59	$15.66	$18.60	$19.80	$21.77
Stage Hand	$14.45	$15.16	$17.97	$19.20	$20.45
Storekeeper 1	$13.56	$14.05	$15.89	$17.10	$18.33
Storekeeper 2	$13.75	$14.29	$16.12	$17.34	$18.60
Storekeeper 3	$14.25	$14.99	$17.02	$18.24	$19.49
Traffic Engineering Coordinator	$23.27	$24.27	$26.80	$28.01	$29.24
Traffic Engineering Tech 2	$17.21	$18.05	$20.24	$21.46	$23.41
Traffic Engineering Tech 3	$18.20	$19.14	$21.35	$22.56	$24.51
Traffic Engineering Tech 4	$18.92	$19.91	$22.44	$23.63	$26.35
Traffic Sign and Marking Specialist	$18.97	$19.91	$22.44	$23.63	$26.35
Treatment Operator 1	$13.75	$14.29	$16.36	$17.54	$18.82
Treatment Operator 2	$14.46	$15.17	$17.26	$18.45	$19.71
Treatment Operator 3	$14.69	$15.63	$17.85	$19.05	$20.32
Utility Filter Operator	$15.49	$16.25	$18.28	$19.48	$20.76
Utility Operator 1/Laborer 2	$13.66	$14.16	$15.99	$17.22	$18.48
Utility Operator 2	$14.25	$14.74	$16.60	$17.80	$19.05
Utility Operator 2/Semi-Skilled Laborer	$14.25	$14.74	$16.60	$17.80	$19.05

2012 Schedule/Hire Prior to June 18, 2011	Step 1	Step 2	Step 3	Step 4	Step 5
Utility Operator 3	$14.46	$15.27	$17.33	$18.51	$19.79
Utility Person 1	$13.95	$14.45	$16.30	$17.48	$18.75
Utility Person 2	$14.25	$14.99	$17.02	$18.24	$19.49
Utility Person 2 (WPCC)	$14.25	$14.99	$17.02	$18.24	$19.49
Waste Collector	$13.71	$14.39	$16.42	$17.67	$18.90
Water Quality Control Chemist	$17.67	$18.54	$21.39	$22.61	$23.87
Water Quality Serviceperson	$14.62	$15.41	$17.87	$19.08	$20.35
Water Service Operator 4	$15.02	$15.89	$18.51	$19.72	$20.97
Working Crew Leader	$14.88	$15.58	$17.68	$18.86	$20.12

2012 Schedule/Hire On or After June 18, 2011	Step 1	Step 2	Step 3	Step 4	Step 5
Assistant Parking Manager	$13.06	$13.90	$14.78	$15.72	$18.49
Assistant Supervisor of Filtration (Sugarcreek Plant)	$15.66	$16.39	$19.29	$20.39	$24.51
Bacteriologist	$13.99	$14.67	$16.63	$17.73	$20.86
Boiler Operator-Licensed	$13.96	$14.63	$16.63	$17.70	$20.78
Chemist	$14.09	$14.91	$17.50	$18.59	$21.83
Computer Electronic Specialist	$16.85	$17.71	$20.28	$21.36	$26.35
Computer Electronic Tech 2	$14.45	$15.18	$17.31	$18.39	$22.33
Computer Electronic Tech 4	$15.66	$16.39	$19.29	$20.39	$24.51
Construction Controller	$12.42	$12.97	$14.66	$15.72	$18.66
Construction Coordinator	$14.31	$15.16	$17.74	$18.82	$22.23
Construction Supervisor	$14.31	$15.16	$17.74	$18.82	$22.23
Crew Supervisor	$14.24	$15.09	$17.65	$18.75	$22.00
Cross Connection Supervisor/Leader	$14.31	$15.16	$17.74	$18.82	$22.23
Customer Serviceperson	$12.57	$13.04	$14.87	$15.99	$18.94
Customer Serviceperson/Inspector	$12.94	$13.60	$16.08	$17.16	$20.24
Downtown Service Specialist	$14.07	$14.41	$16.61	$17.71	$20.84
Draftsperson	$13.02	$13.59	$15.30	$16.40	$19.40
Electric and Electronic Technician	$15.24	$16.00	$18.58	$19.65	$23.03
Electronic Specialist	$16.85	$17.71	$20.28	$21.36	$26.35
Engineering Aide 3	$13.31	$13.95	$15.79	$16.88	$19.95
Engineering Technician 1	$16.44	$17.29	$19.29	$20.39	$23.81
Engineering Technician 4	$17.09	$17.99	$20.28	$21.36	$24.91
Filter Operator	$13.23	$13.90	$15.74	$16.84	$19.88
Filter Operator Class 1	$13.98	$14.65	$16.49	$17.59	$20.72
Filter Operator Class II	$14.67	$15.35	$17.19	$18.29	$21.48
Filter Operator Class III	$15.02	$15.69	$17.53	$18.63	$21.87
Garden Center Manager	$12.58	$13.15	$15.00	$16.09	$19.06
General Maintenance Specialist	$13.81	$14.68	$16.90	$17.99	$21.19
Heavy Duty Automotive Mechanic 3	$13.58	$14.36	$16.61	$17.71	$20.46
Heavy Duty Automotive Mechanic 3/EVT	$14.08	$14.86	$17.11	$18.21	$20.96
Heavy Duty Equip Operator 4	$13.58	$14.36	$16.73	$17.82	$20.97
Heavy Duty Eguip Operator 4/Lift Station Mechanic	$14.14	$14.94	$17.19	$18.28	$21.11
Heavy Duty Eguip Operator 4/Welder	$13.58	$14.36	$16.73	$17.82	$20.97
Industrial Meter Inspector 1	$12.29	$12.73	$14.40	$15.49	$18.40
Industrial Meter Inspector 2	$12.40	$12.89	$14.52	$15.65	$18.58
Industrial Meter Repairperson 1	$12.63	$13.10	$14.76	$15.83	$18.81
Industrial Meter Repairperson 2	$13.21	$13.92	$16.15	$17.25	$20.35
Industrial Waste Inspector	$13.54	$14.14	$16.15	$17.25	$21.23
Laborer 2	$11.88	$12.33	$13.81	$14.87	$17.75

2012 Schedule/Hire On or After June 18, 2011	Step 1	Step 2	Step 3	Step 4	Step 5
Lead Filter Operator	$14.78	$15.45	$17.29	$18.39	$21.60
Light Duty Automotive Mechanic 3	$13.32	$14.10	$16.38	$17.45	$20.02
Lubricant Technician	$12.34	$12.79	$14.69	$15.75	$18.70
Maintenance Custodian	$11.74	$12.20	$13.64	$14.74	$17.55
Maintenance Electrician	$16.10	$16.69	$18.52	$19.61	$22.98
Maintenance Operator 1	$11.16	$11.60	$13.07	$14.13	$16.92
Maintenance Operator 2	$11.43	$11.88	$13.34	$14.42	$17.24
Maintenance Specialist	$12.63	$13.26	$15.74	$16.84	$19.88
Mechanic Helper	$13.20	$13.98	$15.82	$16.91	$19.99
Mechanic/Utility	$14.15	$14.94	$17.19	$18.28	$21.11
Meter Clerk	$11.88	$12.33	$13.81	$14.87	$17.75
Meter Reader	$11.99	$12.45	$14.10	$15.20	$18.09
Meter Reader Foreman	$12.74	$13.42	$15.97	$17.04	$22.23
Meter Repairperson	$12.63	$12.73	$14.76	$15.83	$18.81
MeterShop Foreman	$12.74	$13.42	$15.97	$17.04	$22.23
Millwright	$13.31	$13.98	$15.98	$17.05	$20.13
Millwright Mechanic	$13.82	$14.52	$16.81	$17.89	$21.07
Millwright Mechanic Leader	$13.90	$14.70	$17.18	$18.26	$21.47
Parking Attendant	$7.85	$7.96	$8.46	$9.00	$10.59
Parking Enforcer	$11.16	$11.60	$13.07	$14.13	$16.92
Parking Manager	$16.71	$17.77	$18.89	$20.09	$23.66
Pipefitter 3	$13.74	$14.41	$16.89	$17.96	$21.15
Preventative Maintenance Person	$13.59	$13.98	$15.83	$16.92	$20.00
Reproduction Assistant	$12.34	$12.79	$14.30	$15.36	$18.27
Reproduction Specialist	$16.44	$17.29	$19.62	$20.72	$24.20
Semi-Skilled Utility Worker/Water	$12.87	$13.32	$14.99	$16.09	$19.05
Senior Electronic Technician	$15.66	$16.39	$19.29	$20.39	$24.51
Senior_Instrumentation Specialist	$16.10	$16.69	$18.52	$19.61	$22.98
Service and Distribution Technician	$11.88	$12.33	$13.81	$14.87	$17.75
Shift Supervisor	$14.36	$15.16	$17.65	$18.75	$22.00
Shift Supervisor/Foreman	$14.36	$15.16	$17.65	$18.75	$22.21
Sign and Paint Operator 3	$13.07	$15.12	$15.66	$16.73	$19.79
Sign and Paint Equipment Operator 4	$13.58	$14.36	$16.73	$17.82	$20.97
Signal Construction Tech 4	$14.96	$15.11	$18.29	$19.39	$23.41
Signal Technician 2	$14.09	$14.15	$16.81	$17.89	$21.77
Stage Hand	$13.06	$13.70	$16.24	$17.35	$20.45
Storekeeper 1	$12.25	$12.69	$14.36	$15.44	$18.33
Storekeeper 2	$12.42	$12.91	$14.57	$15.67	$18.60
Storekeeper 3	$12.87	$13.55	$15.38	$16.48	$19.49
Traffic Engineering Coordinator	$21.02	$21.93	$24.21	$25.31	$29.24
Traffic Engineering Tech 2	$15.54	$16.31	$18.29	$19.39	$23.41
Traffic Engineering Tech 3	$16.44	$17.29	$19.29	$20.39	$24.51
Traffic Engineering Tech 4	$17.10	$17.99	$20.28	$21.36	$26.35
Traffic Sign and Marking Specialist	$17.15	$17.99	$20.28	$21.36	$26.35
Treatment Operator 1	$12.42	$12.91	$14.78	$15.85	$18.82
Treatment Operator 2	$13.07	$13.71	$15.60	$16.68	$19.71
Treatment Operator 3	$13.27	$14.12	$16.13	$17.22	$20.32
Utility Filter Operator	$14.00	$14.68	$16.51	$17.61	$20.76
Utility Operator 1/Laborer 2	$12.34	$12.79	$14.45	$15.56	$18.48

2012 Schedule/Hire On or After June 18, 2011	Step 1	Step 2	Step 3	Step 4	Step 5
Utility Operator 2	$12.87	$13.32	$14.99	$16.09	$19.05
Utility Operator 2/Semi-Skilled Laborer	$12.87	$13.32	$14.99	$16.09	$19.05
Utility Operator 3	$13.07	$13.80	$15.66	$16.73	$19.79
Utility Person 1	$12.61	$13.06	$14.73	$15.80	$18.75
Utility Person 2	$12.87	$13.55	$15.38	$16.48	$19.49
Utility Person 2 (WPCC)	$12.87	$13.55	$15.38	$16.48	$19.49
Waste Collector	$12.38	$13.01	$14.84	$15.96	$18.90
Water Quality Control Chemist	$15.96	$16.76	$19.33	$20.43	$23.87
Water Quality Serviceperson	$13.21	$13.92	$16.15	$17.25	$20.35
Water Service Operator 4	$13.58	$14.36	$16.73	$17.82	$20.97
Working Crew Leader	$13.44	$14.08	$15.97	$17.04	$20.12

2012 Negotiated Salary	Up to 24 Months	After 24 Months	After 60 Months	84 Months & Over
Telecommunicator	$16.91	$19.28	$20.63	$22.72

ARTICLE 67

EMPLOYEE POLICY COMMITTEE

To provide for a means of better communication and understanding between AFSCME and the City, the leadership of AFSCME will participate in the Mayor's Employee policy meetings, to discuss matters of mutual concern, which will be scheduled on an as needed basis. Individual grievances will not be subject matter for discussion at these meetings. The Union President and up to five (5) Union Representatives shall be permitted to attend the Mayor's Policy meetings during working hours without loss of pay.

ARTICLE 68

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 Director of Management and Budget.
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 may be reimbursed 10% of the tuition of one (1) course per quarter or semester 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 69

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 consider 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 70

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 71

MISCELLANEOUS PROVISIONS

Section 1. Telecommunications

A. The work schedule for Telecommunicator is as follows:

Days	6:30 a.m. to 2:30 p.m.
Afternoons	2:30 p.m. to 10:30 p.m.
Midnights	10:30 p.m. to 6:30 a.m.

B. The Union and the Employer agree that employees in the Telecommunicator classification shall bid their shifts once every year according to seniority (not when a vacancy occurs) and that overtime shall be offered on each occasion by Departmental Seniority. This section affects the aforementioned classification only and provisions of Article 22, Section 5(A) (Offering of Overtime) is waived.

C. In the event of forced overtime, a Telecommunicator may continue, as time allows, to attempt to contact co-workers to provide relief for four (4) hours or more of an overtime shift.

Section 2. Welfare/Workfare Persons

It is understood by the Union and the City that there is current use of persons listed in Article 2 - Section 5 (Recognition). Furthermore it is understood that current and future use shall not displace bargaining unit covered employees. The City may continue that current use of said persons, and in

addition use said persons for picking up debris (i.e., expressway, parks), clean up without motorized equipment (i.e., brooms, shovels, weed whips), or at recycling drop-off locations. In the event that any other new use or significant expansion of existing use of said persons is proposed, the City and the Union agree to first meet and confer in good faith. The parties must mutually agree prior to any changes.

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:

Assistant Greenhouse Manager
Auto Utility Grease Man
Auto Utility GreaseMan/Laborer II
Automotive Machinist
Automotive Paint and Body Repair
Certified Filter Operator Lic. 1

Certified Filter Operator Lic. 2
Certified Filter Operator Lic. 3
Civic Center General Maintenance Specialist
Computer Electronic Technician 1
Dispatcher 1
Dispatcher 2
Fire Alarm Dispatcher
Florist Assistant
Heavy Duty Mechanic 3
High Pressure Boiler/Millwright
Mechanic License
Industrial Waste Chemist
Laboratory Technician (WPCC)
Labor Foreman
Non Certified Filter Operator
Parking Meter Assistant
Parking Meter Manager
Pipefitter 1
Pipefitter 2
Semi Skilled (This was an error on the original certification)
Shoveler
Temporary Waste Collector
Traffic Draftperson 2
Treatment Operator 2 License Primary/Secondary
Treatment Operator 2 No License Primary/ Secondary
Treatment Operator 3 No License/Solid Handling
Treatment Operator 3 Licensed/Solid Handling
Truck Driver/Laborer
Utility Operator 1
Utility Operator 4
Utility Tireman
Utility Tireman/Laborer 2
Weighmaster

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. Division of Motor Vehicles (DMV) - Snow Season Hours

A. During "Snow Season" for the purposes of scheduling/offering overtime, the two existing shifts at DMV will be expanded to twelve (12) hour shifts covering seven (7) days per week. The day shift will begin at 0300 hours (3:00 a.m.) and end at 1500 hours (3:00 p.m.). The afternoon shift will begin at 1500 hours (3:00 p.m.) and end at 0300 hours (3:00 a.m.).

B. The day shift will work their normal forty (40) hour week beginning at 0700 hours (7:00 a.m.), and ending at 1500 hours (3:00 p.m.), Monday through Friday. The afternoon shift will work their normal forty (40) hour week beginning at 1500 hours (3:00 p.m.), and ending at 2300 hours (11:00 p.m.), Monday through Friday.

C. For scheduling or offering of overtime, the "Snow Season" twelve (12) hour shift shall prevail. If overtime scheduling or an emergency occurs during "Snow Season" whichever "Snow Season"

shift it occurs in, will be offered (called-in) the overtime by shift, classification, and department seniority pursuant to Article 22, Section 5, Paragraph A.

D. The "Snow Season" shall commence no earlier than November 1, and shall end no later than April 15, each year.

Section 7. Mechanic Commercial Driver's License (CDL) Certification

A. All employees appointed to the positions of Heavy Duty Automotive Mechanic 3 after January 1, 1997, shall be required to obtain a CDL within two (2) years of their date of hire in order to maintain their position.

B. At the time an employee in the position of Heavy Duty Automotive Mechanic and/or Light Duty Automotive Mechanic 3 obtains their CDL, they will receive an hourly rate bonus of $.50 per hour.

C. In addition to being subject to the provisions of Article 54 of this Collective Bargaining Agreement, an employee in the position of Heavy Duty Automotive Mechanic 3 and Light Duty Automotive Mechanic 3, whose CDL license is suspended or terminated shall lose their $.50 per hour bonus set forth in Section 2 above.

D. The City agrees to provide training and assistance to employees subject to this provision for CDL testing for knowledge, skills and performance such as video tapes and access to City vehicles if needed for the skills test. Employees shall suffer no loss of pay in taking the test once.

Section 8. Subcontracting/Contracting

It is hereby agreed by and between the City of Canton, AFSCME Local 2937, and Ohio Council 8 that the City maintains its right to contract/subcontract under the existing contracting/subcontracting language in Article 34 and Management Rights language in Article 3.

Section 9. Parking Facilities

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

Section 10. Non- City Owned Grass Mowing

A. The City may initiate a "Grass Mowing Program" with an outside vendor for the purposes of clearing specific non-owned City lots as determined by the City.

B. At the conclusion of the first year of implementing this grass mowing program, the parties agree to meet for the purpose of evaluating the grass mowing program for possible adjustments.

C. Use of an outside grass mowing vendor shall not have an adverse impact on bargaining unit employees, such as a reduction of overtime or an erosion of bargaining unit employees.

D. If the City deems it necessary to reduce the bargaining unit consistent with the terms of the collective bargaining agreement, the use of outside vendors must first be suspended prior to laying off bargaining unit personnel.

ARTICLE 72

WATER & WASTE WATER CERTIFICATIONS

Section 1.

All employees appointed to the position of Lead Filter Operator on or after January 1, 2004, shall be required to possess a Class I Water Supply Certificate as issued by the Ohio Environmental Protection Agency.

Section 2.

All employees appointed to the position of Construction Supervisor and Cross-Connection Supervisor/Leader on or after January 1, 1997, shall be required to obtain a Class II Water Distribution Certificate as issued by the Ohio Environmental Protection Agency. Said employee shall be allowed a period of three(3) years from the date of appointment or until the results of the last examination taken by the applicant are announced, whichever is longer, to qualify for the Class II Water Distribution Certificate. The employee agrees to take the first available examination for such certificate, for which he is eligible. The City will pay an employee straight time for the first time the employee takes a Class II examination. For any other attempts at the Class II examination or other Water Supply examinations, the City will pay the employees time on a straight time basis only if the test is passed.

Section 3.

A. All employees appointed to the position of Treatment Operator 2 or Treatment Operator 3 on or after January 1, 1997, shall be required to obtain a Class I - Waste Water Treatment Certificate as issued by the Ohio Environmental Protection Agency. Said employee shall be allowed a period of three (3) years from the date of appointment or until the results of the last examination taken by the applicant within the three (3) years are announced, whichever is longer, to qualify for the Class I - Waste Water Treatment Certificate. The employee agrees to take the first available examination for such certificate, for which he is eligible. The City will pay an employee straight time up to eight (8) hours for the first time the employee takes a Class I examination. For any other attempts at the Class I examination or other Waste Water Treatment examinations, the City will pay the employees time on a straight time basis for up to eight (8) hours only if the test is passed.

B. All employees appointed to the position of Filter Operator on or after January 1, 2010, shall be required to obtain a Class I - Water Supply Certificate as issued by the Ohio Environmental Protection Agency. Said employee shall be allowed a period of three (3) years from the date of appointment or until the results of the last examination taken by the applicant within the three (3) years are announced, whichever is longer, to qualify for the Class I - Water Supply Certificate. The employee agrees to take the first available examination for such certificate, for which he is eligible. The City will pay an employee straight time up to eight (8) hours for the first time the employee takes a Class I examination. For any other attempts at the Class I examination or other Water Supply examinations, the City will pay the employees time on a straight time basis for up to eight (8) hours only if the test is passed.

Section 4.

All employees appointed to the position of Shift Supervisor on or after January 1, 1997, shall be required to obtain a Class II Waste Water Treatment Certificate as issued by the Ohio Environmental Protection Agency. Said employee shall be allowed a period of three (3) years from the date of

appointment or until the results of the last examination taken by the applicant within the three (3) years are announced, whichever is longer, to qualify for the Class II Waste Water Treatment Certificate. The employee agrees to take the first available examination for such certificate, for which he is eligible. The City will pay an employee straight time up to eight (8) hours for the first time the employee takes a Class II examination. For any other attempts at the Class II examination or other Water Supply examinations, the City will pay the employee time on a straight time basis for up to eight (8) hours only if the test is passed.

Section 5.

All employees appointed to the position of Chemist at the Water Pollution Control Center, on or after January 1, 1997, shall be required to obtain a Class I Waste Water Lab Analyst Certificate as issued by the Ohio Environmental Protection Agency. Said employee shall be allowed a period of three (3) years from the date of appointment or until the results of the last examination taken by the applicant within the three (3) years are announced, whichever is longer, to qualify for the Class I Waste Water Lab Analyst Certificate. The employee agrees to take the first available examination for such certificate, for which he is eligible. The City will pay an employee straight time up to eight (8) hours for the first time the employee takes a Class I examination. For any other attempts at the Class I examination, the City will pay the employees time on a straight time basis for up to eight (8) hours only if the test is passed.

Section 6.

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 certificates must be maintained in the Department of Human Resources.

3. Failure to submit a renewed certificates 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 lay-off, 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 LayOff/Recall provisions herein shall apply.

6. In the event that an employee fails to re-obtain his required certificate within the first 90 days of either a lay off 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 7.

All Water Department, Collection Systems and Water Pollution Control Center employees not mentioned in Sections 1 through 5 above, may voluntarily choose to take an examination for a Water or Waste Water Certificate as issued by the Ohio Environmental Protection Agency. The City shall pay, on a straight time basis, up to eight (8) hours for the examination, provided that the test is passed.

Section 8.

The City shall pay for training seminars and courses offered by the Operator Training Committee of Ohio for any employee who elects to take such a course on their personal time, provided that the course is passed and that prior approval of his/her Department Head is obtained.

Section 9.

A. Water Supply Certification incentive pay shall only be paid to employees in the Water Department "Filtration" side including, but not limited to Bacteriologist, Filter Operator, Lead Filter Operator, Utility Filter Operator, Water Quality Control Chemist and Water Quality Serviceperson. The positions of Filter Operator Class I, Filter Operator Class II, Filter Operator Class III, shall receive NO incentive pay pursuant to this Article, as their "incentive" shall be built into their base pay scale. Other positions not listed shall also be entitled to Water Supply incentive pay, if the employee possesses the necessary qualifications required by the Ohio Environmental Protection Agency.

B. Water Distribution Certification incentive pay shall only be paid to employees in Water Department "Distribution" side including, but not limited to Semi-Skilled Utility Worker, Water, Water Service Operator 4, Pipefitter 3, Customer Serviceperson, Customer Serviceperson/Inspector, Cross-Connection Supervisor/Leader, Industrial Meter Repairperson 2, Construction Supervisor, and Working Crew Leader. Other positions not listed shall also be entitled to Water Distribution incentive pay, if the employee possesses the necessary qualifications required by the Ohio Environmental Protection Agency.

C. Waste Water Treatment incentive pay shall only be paid to employees of the Water Pollution Control Center.

D. Waste Water Collection incentive pay shall only be paid to employees of the Collection Systems Department.

E. Waste Water Lab Analyst incentive pay shall only be paid to employees in the position of Chemist in the Water Pollution Control Center exclusively. Furthermore, employees in the position of chemists in the Water Pollution Control Center shall not be eligible for Waste Water Treatment incentive pay.

F. The foregoing employees who attain a license shall receive the following hourly "premium" (or "pay") differentials:

Water Supply	Class I	$0.65 per hour
Water Supply	Class II	$1.25 per hour
Water Supply	Class III	$1.55 per hour
Water Distribution	Class I	$0.60 per hour
Water Distribution	Class II	$1.00 per hour
Waste Water Treatment	Class I	$0.65 per hour
Waste Water Treatment	Class II	$1.25 per hour
Waste Water Treatment	Class III	$1.55 per hour
Waste Water Collections	Class I	$0.60 per hour
Waste Water Collections	Class II	$1.00 per hour
Waste Water Lab Analyst	Class I	$0.60 per hour
Waste Water Lab Analyst	Class II	$1.00 per hour
Waste Water Lab Analyst	Class III	$1.40 per hour
Waste Water Lab Analyst	Class IV	$1.40 per hour

G. Certificate differential shall be paid on the highest certificate attained by said employee.

H. Employees in the positions identified in sub-sections A, B, C, D and E of the Section who pass the examination and receive an Operator-in-Training (OIT) Certificate because they do not meet the requisite experience level, shall receive the following hourly "premium" (or "pay") differentials:

Water Supply	Class I	$0.32 per hour
Water Supply	Class II	$0.62 per hour
Water Supply	Class III	$0.77 per hour
Water Distribution	Class I	$0.30 per hour
Water Distribution	Class II	$0.50 per hour
Waste Water Treatment	Class I	$0.32 per hour
Waste Water Treatment	Class II	$0.62 per hour
Waste Water Treatment	Class III	$0.77 per hour
Waste Water Collections	Class I	$0.30 per hour
Waste Water Collections	Class II	$0.50 per hour
Waste Water Lab Analyst	Class I	$0.30 per hour
Waste Water Lab Analyst	Class II	$0.50 per hour
Waste Water Lab Analyst	Class III	$0.70 per hour
Waste Water Lab Analyst	Class IV	$0.70 per hour

I. Employees who subsequently pass the examination and receive and Operator-in-Training (OIT) Certificate because they do not meet the requisite experience level for the next higher license

(Class II or Class III), shall receive the following hourly "premium" (or "pay") differentials:

	License Attained	OIT Certification	Premium Pay
Water Supply	Class I	Class II	$0.95 per hour
Water Supply	Class II	Class III	$1.40 per hour
Waste Water Treatment	Class I	Class II	$0.95 per hour
Waste Water Treatment	Class II	Class III	$1.40 per hour

J. Employees holding equivalent licenses as determined by the Ohio Environmental Protection Agency shall be compensated accordingly.

Section 10.
The City shall pay the biannual renewal fees for employees who attain certificates.

Section 11.
Upon approval of their Department Head, the City shall pay affected employees on a straight time basis for any continuing education requirements which the Environmental Protection Agency may require in the future. Furthermore the City shall pay for the registration costs and associated expenses for the Continuing Education seminars.

Section 12. Operator of Record Pay

Water Supply, Operator of Record: $0.30 per hour

Effective on the date the contract is ratified for 2010, Operator of Record pay shall be paid to 3 Filter Operator Class III's in the Water Department. Operators of Record receiving incentive pay agree to meet the requirements of Ohio Administrative Code including the completion of all required record keeping and forms. Operator of Record in the Water Department will be offered by seniority. This incentive pay is not to be included in any negotiated increases but added onto the wage thereafter.

ARTICLE 73

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 affects 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 is 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 tests 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 the 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 test 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 US Healthworks, Inc., 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:

DRUG	SCREENING TEST	CONFIRMATION
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 samples will be sent to the laboratory to be tested at the employers 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 shows 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 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 employees 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) hour 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 of 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, arrangement 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 74

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 any one 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.

ARTICLE 75

DURATION

This Agreement shall remain in full force and effect from January 1, 2012 until December 31, 2013, with a wage re-opener for the year of 2013 and shall automatically renew itself from year to year thereafter, except that either party may terminate or serve notice of its desire to modify or amend this Agreement at the end of the initial expiration date or the expiration date in subsequent years, by written notice by certified mail not less than one hundred twenty (120) calendar days prior to the end of such expiration date. Negotiations shall commence not later than ninety (90) calendar days before said expiration date.

Signed this 14th day of January 2013.

FOR THE CITY OF CANTON

Mayor of the City of Canton

Director of Public Service/Chief of Staff

Director of Public Safety

Assistant Law Director

For AFSCME, Ohio Council 8, AFL-CIO

Regional Director

For AFSCME Local 2937

President - Local 2937

Negotiating Committee Member

Negotiating Committee Member

Negotiating Committee Member

Negotiating Committee Member

Negotiating Committee Member

ADDENDUM: "ON ALL" PROGRAM, WATER DIST. MAINTENANCE CREWS

It is mutually understood that conditions warrant the need for an "On Call" maintenance crew 24 hours a day.

All existing provisions of the agreement will apply for the "On Call" program (Water Dist.) except as listed herein:

WINTER SHIFT HOURS

Effective November 1st through April 1st of each year, shift hours will be:

1st Shift	7:30 am - 4:00 pm
2nd Shift	11:00 am - 7:00 pm
Remainder of Year	7:30 am - 4:00 pm

ON CALL

Each maintenance crew will be "On Call" from the end of shift Monday through the start of shift the following Monday on a rotating basis. The crew which is "On Call" shall be issued portable pagers which they will take home and will be "On Call".

INCLUSIONS

All classifications which constitute a "crew" in Water Maintenance Distribution are: Construction Supervisors, Semi Skilled Utility Workers, Water Service Operator 4's and Pipefitter 3's.

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
(Revers 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.

Returned to work area _____ a.m.
p.m.

Supervisor:_____

_____
_____ Investigate Grievance

_____
_____ Process Grievance

_____
_____ 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

EXHIBIT 3

REQUEST, WAIVER AND RELEASE FORM

KNOW ALL MEN BY THESE PRESENTS, that I, _____, an employee of the City of Canton, do hereby authorize and specifically request the City of Canton through its agent(s) to provide inoculation for disease to me. Said inoculation is to be given to me at no cost by my employer.

In consideration of the City of Canton providing inoculation to me at no cost and at my specific request, I hereby waive any right, cause of action or claim that I might have or which may accrue to me for injury, damage or loss against the City of Canton and its agent(s) as a direct or indirect result of receiving said inoculation. I expressly assume the risk of any injury, damage or loss arising from my voluntary submission to the inoculation. In addition, I hereby do for myself, my executor, administrators and assigns, release and forever discharge the City of Canton and its agent(s) from all claims, damages, causes of actions whatsoever which may arise or ever be asserted as a result of my requesting and receiving any inoculation provided by the City of Canton or its agent(s).

IN WITNESS WHEREOF, I have hereunto set my hand at Canton, Ohio, this _____ day of _____, _____.

Signed in Presence of:

_____ _____

_____ _____