



01/05/12  
11-MED-05-0819  
2220-07  
K28100

COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF NORTH CANTON

and

CLERICAL, FISCAL, AND ACCOUNTING SPECIALISTS (CF&AS)

SERB CASE #11-MED-05-0819

EFFECTIVE AUGUST 1, 2011  
EXPIRES JULY 31, 2014

## TABLE OF CONTENTS

PREAMBLE.....	3
ARTICLE 1 - NON-DISCRIMINATION .....	3
ARTICLE 2 - PURPOSE & INTENT .....	3
ARTICLE 3 - RECOGNITION.....	3
ARTICLE 4 - MANAGEMENT RIGHTS.....	4
ARTICLE 5 - HOURS OF WORK.....	4
ARTICLE 6 - EDUCATION BENEFITS .....	5
ARTICLE 7 - LONGEVITY PAY .....	5
ARTICLE 8 - HOLIDAYS.....	5
ARTICLE 9 - PERSONAL DAYS.....	6
ARTICLE 10 - SICK LEAVE .....	7
ARTICLE 11 - VACATIONS .....	8
ARTICLE 12 - MILITARY .....	9
ARTICLE 13 - DISABILITY PAY.....	9
ARTICLE 14 - OVERTIME ALLOWANCE.....	9
ARTICLE 15 - FUNERAL LEAVE.....	11
ARTICLE 16 - HOSPITALIZATION & MAJOR MEDICAL INSURANCE, .....	11
ARTICLE 17 - LIFE INSURANCE .....	12
ARTICLE 18 - INSURANCE & SICK LEAVE EFFECTIVE DATES .....	12
ARTICLE 19 - PROBATIONARY PERIOD .....	13
ARTICLE 20 - JURY DUTY .....	13
ARTICLE 21 - MATERNITY LEAVE.....	13
ARTICLE 22 - BIDDING PROCEDURE .....	15
ARTICLE 23 - LAYOFF AND RECALL.....	15
ARTICLE 24 - LEAVE OF ABSENCE .....	15
ARTICLE 25 - WAGES.....	16
ARTICLE 26 - GRIEVANCE PROCEDURE .....	16
ARTICLE 27 - ARBITRATION PROCEDURE .....	18
ARTICLE 28 - PENSION PICKUP.....	19
ARTICLE 29 - DRUG TESTING .....	19
ARTICLE 30 - DURATION OF AGREEMENT.....	21
APPENDIX A - SCHEDULE OF BENEFITS.....	22

## PREAMBLE

The agreement is hereby entered into and between the City of North Canton, hereinafter referred to as "the Employer", and the Clerical, Fiscal, and Accounting Specialists, hereinafter referred to as the "Union."

## ARTICLE 1 - NON-DISCRIMINATION

- 1.01 The Employer and the Union agree not to discriminate against any employee on the basis of race, religion, color, creed, national origin, age, sex, or disability.
- 1.02 The Union expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

## ARTICLE 2 - PURPOSE & INTENT

- 2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and uninterrupted efficient operations, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following:
  - A. to recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and condition of their employment;
  - B. to promote fair and reasonable working conditions;
  - C. to promote individual efficiency and service to the City of North Canton;
  - D. to avoid interruption or interference with the efficient operation of the Employer's business; and
  - E. to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

## ARTICLE 3 - RECOGNITION

- 3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment as provided by the State Employment Relations Act, for all non-probationary full-time clerical, fiscal and accounting specialists employed by the City of North Canton excluding all part-time, seasonal, police, service, fire EMS, drinking water plant operators, and exempt employees. All other employees of the Employer are excluded from the Bargaining Unit. Said recognition shall continue for a term as provided by law.

## ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Employer reserves all of the rights it had prior to entering into this Agreement and unless specifically modified or delegated away in the express, written provisions of this Agreement, such rights shall include, but not be limited to the following:
- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public;
  - B. Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
  - C. Direct, supervise, evaluate, or hire employees;
  - D. Maintain and improve the efficiency and effectiveness of governmental operations;
  - E. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
  - F. Suspend, discipline, demote, or discharge, or lay off, transfer, assign, schedule, promote, or retain employees;
  - G. Determine the adequacy of the workforce;
  - H. Determine the overall mission of the Employer as a unit of government;
  - I. Effectively manage the workforce;
  - J. Take actions to carry out the mission of the public Employer as a governmental unit.

## ARTICLE 5 - HOURS OF WORK

- 5.01 Employees, as set forth below, shall work a forty (40) hour workweek of five (5) consecutive days of eight (8) hours each day, Monday through Friday, during the work period of 12:01 a.m. Sunday to 12:00 midnight the following Saturday.

Entry Level I	Clerical Specialist I	Fiscal Specialist I
Entry Level II	Clerical Specialist II	Fiscal Specialist II
	Clerical Specialist III	Fiscal Specialist III
	Tax Specialist	Accounting Specialist

- 5.02 Employees shall work such schedules as are assigned by departmental and administrative heads.

## ARTICLE 6 - EDUCATION BENEFITS

- 6.01 The Employer will provide reimbursement to full-time City employees for tuition, registration and laboratory fees upon successful completion of college, university or other educational courses with a grade of "C" or better, which are considered applicable and beneficial to the Employer in the performance of the employee's assigned duties and employment with the Employer as determined by the responsible departmental authority.
- 6.02 Reimbursement for expenses permitted are contingent upon appropriation of funds.
- 6.03 Prior authorization must be given in writing by the responsible departmental authority to qualify for reimbursement. Upon successful completion of education courses so authorized, the responsible departmental authority will authorize reimbursement to the employee and it shall be paid from appropriated funds. Prior authorization by the responsible departmental authority shall be conclusive that authorized educational courses are applicable and beneficial to the Employer in the performance of the employee's assigned duties and employment with the Employer.
- 6.04. Under no circumstances will the employee be permitted to take education courses during the normal working hours.

## ARTICLE 7 - LONGEVITY PAY

- 7.01 All employees shall receive longevity pay at the rate of seventy dollars (\$70.00) dollars per year of full time employment with the Employer. Longevity payments shall be made during the first half of the month of December to all permanent, full-time employees who have completed at least five (5) years of continuous service and who are employed by the Employer on November 30<sup>th</sup> of the year in which the longevity payment is made. Determination of longevity pay shall be from December 1<sup>st</sup> to November 30<sup>th</sup>. Any employee hired prior to August 1, 2003, shall begin to receive longevity after completion of three (3) years at the above rate.
- 7.02 No employee hired on or after August 1, 2011, shall receive longevity pay.

## ARTICLE 8 - HOLIDAYS

- 8.01 The following paid holidays will be observed by all full-time employees:

New Year's Day  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day  
July 4<sup>th</sup>

Labor Day  
Thanksgiving Day  
Friday after Thanksgiving  
Day before or day after Christmas  
Christmas Day

- 8.02 Holidays listed in Section .01 of the within Article 8, which may fall on a Saturday, which is normally not a working day, shall be observed on the preceding Friday.
- 8.03 Holidays listed in Section .01 of the within Article 8, which may fall on a Sunday, which is normally not a working day, shall be observed on the following Monday.
- 8.04 Holidays listed in Section .01 of the within Article 8, shall be considered as a day worked for accrual of fringe benefits.
- 8.05 Employees required to work on the holiday listed in Section .01 of the within Article 8, shall be compensated at the hourly rate for such holiday time plus one and one-half (1 1/2) times the hourly rate for all hours actually worked on the holiday.
- 8.06 Employees qualify for compensation for holiday time provided they work the normal workday preceding and the normal workday following said holiday. If an employee takes sick leave the day preceding and/or the day following a holiday, such employee must have accrued sick leave and approval of sick leave use by the proper departmental authority.
- 8.07 On or before the first day of November of each year in respect to the holiday of the day prior or the day subsequent to Christmas, the Mayor shall, by Administrative order, establish which of the days shall be the paid holiday. If the Mayor fails to make such designation by November 1<sup>st</sup>, the holiday shall be deemed the day prior to Christmas.

#### ARTICLE 9 - PERSONAL TIME

- 9.01 Employees shall receive sixteen (16) hours paid personal time per year off work; such personal time to be designated by the employee with the approval of the proper departmental authority. Personal time can be taken in one (1) hour increments, subject to scheduling considerations. An employee hired prior to July 1<sup>st</sup> will receive sixteen (16) hours personal time that year. An employee hired after July 1<sup>st</sup> and prior to September 1<sup>st</sup> will receive eight (8) hours personal time that year and an employee hired after September 1<sup>st</sup> will receive none that year.
- 9.02 Employees shall receive, in addition, a maximum of twenty-four (24) hours of personal time provided they have accrued and currently maintain a minimum of four hundred (400) hours sick leave. Such personal time shall be charged to sick leave. Said personal time may be taken in four (4) hour increments, subject to scheduling considerations.
- 9.03 Anyone hired as a full-time employee after August 1, 2008, is entitled to only eight (8) hours of personal time under this paragraph, after the employee has accumulated and currently maintains four hundred (400) hours of sick leave. The four hundred (400) hours of sick leave must be earned with the City of North Canton.

## ARTICLE 10 - SICK LEAVE

- 10.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) illness, injury or death in the employee's immediate family.
- 10.02 All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every pay period not to exceed 120 hours per year and may accumulate such sick leave to an unlimited amount.
- 10.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent if possible.
- 10.04 Sick leave may be used in segments of not less than one-fourth (1/4) hour.
- 10.05 Before an absence may be charged against accumulated sick leave, the Employer may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by and paid for by the Employer. In any event, an employee absent for more than two (2) consecutive work days must supply a physician's report to be eligible for paid sick leave, unless waived by the Employer.
- 10.06 If the employee fails to submit adequate proof of illness, injury or death, or in event that upon such proof as is submitted or upon the request of medical examination, the Employer, finds there is not satisfactory evidence of illness or death sufficient to justify the employee's absence, such leave may, be considered an unauthorized leave and shall be without pay.
- 10.07 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.
- 10.08 The Employer may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.
- 10.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, parents, parents-in-law, person for whom the employee is responsible for care, or minor over whom the employee is legal guardian. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's parents, spouse, child, brother, sister, parents-in-law, grandparents, grandchildren, or minor over whom the employee is legal guardian.

- 10.10 Upon the retirement of an employee hired on or before July 31, 2011 who has at least ten (10) years of continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio Retirement System such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-half (1/2) the total number of accumulated but unused sick hours earned by the employee, as certified by the Finance Department.
- 10.11 Upon the retirement of an employee hired on or after August 1, 2011 who has at least ten (10) years of continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio retirement System such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by twenty-five percent of the total number of accumulated but unused sick hours earned by the employee, as certified by the Finance Department, up to a maximum payment equal to two-hundred forty (240) hours.

#### ARTICLE 11 - VACATIONS

- 11.01 For this sole purpose of the application of this Article full-time employees in a calendar year prior to January 1, 2003 shall be deemed to have a service date of January 1<sup>st</sup> of that year in which their employment commenced. Any employee, who during the term of this agreement, receives more vacation than the following schedule indicates shall not have his vacation reduced to conform to the schedule.
- 11.02 Employees having been employed less than one (1) year by January 1<sup>st</sup> shall be granted paid vacation allowance at the rate of one (1) vacation day per full month worked, not to exceed ten (10) days.
- 11.03 Employees having been employed one (1) through four (4) years by January 1<sup>st</sup> shall be granted a paid vacation allowance of (2) calendar weeks in that calendar year of employment.
- 11.04 Employees having been employed five (5) through nine (9) years by January 1<sup>st</sup> shall be granted a paid vacation allowance of three (3) calendar weeks in that calendar year of employment.
- 11.05 Paid vacation allowances for those who have been employed ten (10) through fourteen (14) years by January 1<sup>st</sup> shall be four (4) calendar weeks; and fifteen (15) through nineteen (19) years by January 1<sup>st</sup> shall be five (5) calendar weeks; twenty (20) years or more shall be six (6) calendar weeks.
- 11.06 All vacation allowances shall be granted at a time approved by the department head and with concurrence of the Director of Administration or the Director of Finance for the Finance Department or the President of Council or Clerk of Council for the Council Office. A vacation based on the seniority standing of employees will be made up by the department head each year with vacation periods so staggered that the employee's absence will not seriously jeopardize the departmental work schedule for the year.

- 11.07 An extra day of paid vacation allowance will be permitted for all paid holidays falling within a selected vacation period.
- 11.08 When the normal workweek is forty (40) hours, the paid vacation allowance will be based thereon.
- 11.09 Three (3) weeks of paid vacation allowance may be carried over to the next calendar year. The three (3) weeks shall be the maximum amount which may be carried over regardless of the year to which the allowance is attributable.
- 11.10 Any employee who shall resign, retire or be laid off shall be entitled to be paid for vacation allowance earned in the previous year and eligible to be taken in the current year plus vacation earned in the current year, at the pro-rata amount of one twelfth (1/12) for each full month worked subsequent to January 1<sup>st</sup>.
- 11.11 Vacations shall be used in increments of one (1) week or more except that vacations may be used in lesser increments when authorized by the proper departmental authority; however, vacations may not be taken in lesser increments than one-half (1/2) day, which means four (4) hours. Therefore, four (4) hours will be worked that day.

#### ARTICLE 12 - MILITARY

- 12.01 Military leave shall be granted in accordance with all federal and state laws.

#### ARTICLE 13 - DISABILITY PAY

- 13.01 Any full-time employee of the City of North Canton injured in the line of duty, whose claim is allowed by the Bureau of Workers' Compensation, shall receive at the discretion of the City, either: (1) the employees' regular full wages; or (2) the difference between the amount allowed per month by the Bureau of Workers' Compensation as an award of Temporary Total Disability benefits and the employees' regular full wages.. There shall be a twelve (12) month limit on the amount the City shall pay.

#### ARTICLE 14 - OVERTIME ALLOWANCE

- 14.01 Employees of the City of North Canton working beyond the conclusion of the employee's normal shift shall receive credit for a minimum of one (1) hour worked and if over an hour is worked, the employee shall receive credit for the time actually worked, provided however that such employee must have completed eight (8) hours of work before receiving credit for extra time worked and the computation of extra time shall commence at the time the employee concludes eight (8) hours worked. No overtime shall be worked unless approved of in advance by the Employer.

- 14.02 Employees shall be paid overtime at the rate of one and one-half (1 1/2) times the normal hourly rate of pay for all hours worked in excess of eight (8) hours in any consecutive twenty-four (24) hour period commencing with the starting time of the employee's shift or for all hours worked in excess of forty (40) hours in any workweek.
- 14.03 For the purpose of computing overtime pay, holidays, vacations, and funeral leave days shall be counted as hours and days worked.
- 14.04 Overtime work is voluntary and employees may refuse to work overtime and there shall be no reprisals or discrimination against any employee who chooses not to work overtime. However, in the event an insufficient number of employees submit to voluntary overtime, employees may be required to work overtime, starting with the least senior employees.
- 14.05 Any bargaining unit employee may request to accumulate compensatory time off in lieu of receiving overtime pay for any overtime worked. If the employee wishes to request compensatory time, the employee shall make such request prior to the end of the pay period in which the overtime is worked.

Employees will be permitted to accumulate up to a maximum of twenty four (24) hours compensatory time within a contract (Aug. 1-July 31) year. Compensatory time will be accumulated on a time and one-half (1 1/2) basis for each hour of overtime worked. Compensatory time off will be scheduled at a time mutually agreeable to both the Employer and Employee. Any accumulated compensatory time not used by July 15<sup>th</sup> or scheduled to be used by July 31<sup>st</sup> of a contract year, shall be paid at the applicable hourly rate on the last pay check in July. All employees must have a zero balance of compensatory time by July 31 each year.

Compensatory time may be used in one (1) hour increments.

## ARTICLE 15 - FUNERAL LEAVE

- 15.01 Three (3) days excused absence with pay upon the death of the employee's mother, father, sister, brother, wife, husband, son, daughter, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, step-mother, step-father, stepchildren, grandchild, or grandparent-in-law.
- 15.02 With permission of the department head and the concurrence of the Director of Administration or the Director of Finance for the Finance Department or the President of Council for the Council Office, the employee may be allowed one (1) day per year for a funeral other than that of a relative. This time off shall not be charged against sick leave or vacation allowance but shall be leave with pay.

## ARTICLE 16 - HOSPITALIZATION & MAJOR MEDICAL INSURANCE, DENTAL, OPTICAL & PRESCRIPTION PROGRAM

- 16.01 The Employer shall provide hospitalization, major medical, dental, optical and a prescription drug program with coverage levels set forth in Appendix A. Other plan design features are set forth below.
- 16.02 Bargaining Unit members shall contribute via payroll deduction eight percent (8%) of the monthly COBRA amount established in December of the immediately preceding year. The Employer will provide the Union Director 30 days notice of any rate change. Said deductions shall be prorated and deducted on a bi-weekly pay period basis. The Employer will continue the Internal Revenue Service Section 125 Plan so that employee participation as expressed in this section shall be on a pre-tax basis.
- 16.03 The Employer shall adopt a standardized PPO benefit plan with network/non-network deductible and coinsurance as follows:

### **Effective August 1, 2011 through December 31, 2011:**

Network - \$250 single/\$500 family deductible; 90%/10% coinsurance to a maximum annual out of pocket expense of \$1,500 single/\$3,000 family.

Non-Network - \$500 single/\$1,000 family deductible; 70%/30% coinsurance to a maximum annual out of pocket expense of \$3,000 single/\$6,000 family.

### **Effective January 1, 2012:**

Network - \$500 single/\$1,000 family deductible; 90%/10% coinsurance to a maximum annual out of pocket expense of \$1,500 single/\$3,000 family.

Non-Network - \$500 single/\$1,000 family deductible; 70%/30% coinsurance to a maximum annual out of pocket expense of \$3,000 single/\$6,000 family.

16.04 Prescription co-pays shall be as follows:

	RETAIL CO-PAY	MAIL ORDER CO-PAY
GENERIC: 1 <sup>ST</sup> TIER	\$10.00 OR 20% WHICHEVER IS GREATER	\$27.00
PREFERRED: 2 <sup>ND</sup> TIER	\$20.00 OR 30% WHICHEVER IS GREATER	\$48.00
PREFERRED: 3 <sup>RD</sup> TIER LIFE ENHANCING	\$30.00 OR 35% WHICHEVER IS GREATER	\$74.00
NON-PREFERRED: 4 <sup>TH</sup> TIER	\$45.00 OR 50% WHICHEVER IS GREATER	\$95.00

The North Canton Prescription Plan contains a mandatory generic enforcement component. If the employee chooses a brand name over the generic, the cost will be the brand name co-pay plus the difference in cost between the brand name and the generic drug. If a brand name is specifically prescribed for medical reasons, or a generic is unavailable at the time, then the brand name co-pay shall apply.

- 16.05 In network physician's office visits shall have a co-pay of \$25, which shall not be applied against the maximum out-of-pocket. Non-Network office visits will be subject to the co-insurance and deductible.
- 16.06 If an employee and spouse are both employed by the City of North Canton, only one shall be entitled to the coverage's set forth above, that being the family plan.
- 16.07 In the event of a change of insurance carrier, the current benefits of major medical and hospitalization, dental, optical and prescription drugs shall not be reduced.

#### ARTICLE 17 - LIFE INSURANCE

- 17.01 All full-time employees, and any part-time officials as authorized by Council of the City shall be entitled to term life insurance coverage in the amount of twenty five thousand dollars (\$25,000.00). In the event of a change of insurance carrier, the current benefit of term life insurance shall not be reduced.

#### ARTICLE 18 - INSURANCE & SICK LEAVE EFFECTIVE DATES

- 18.01 All benefits such as sick leave and insurance shall be effective on the first day of the month following the date of employment provided, however, in the case of insurance it shall be effective on the earliest date permitted by the insurance carrier.

## ARTICLE 19 - PROBATIONARY PERIOD

19.01 All employees shall serve a probationary period of ninety (90) days. During such period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appeal able through any grievance or appeal procedure contained herein or to any Civil Service Commission. The Employer and the Union may agree to extend the probationary period for an employee on an individual basis.

## ARTICLE 20 - JURY DUTY

20.01 Any employee who is called for jury duty, either Federal, County, or Municipal, shall be paid his or her regular salary, less any compensation received for jury duty, when such jury duty conflicts with his work schedule.

20.02 It is understood that Paid Jury Duty Leave will not exceed eighty (80) hours per calendar year without approval by City Council. It will be the employee's responsibility to present to the City the necessary documents, including pay vouchers/check from the Clerk of Courts.

## ARTICLE 21 - MATERNITY LEAVE

21.01 Maternity Leave shall include pregnancy, childbirth and related medical conditions.

21.02 Upon written request to the Director of Administration, Director of Finance, President of Council or Clerk of Council, whoever is applicable, a pregnant employee may be granted a leave of absence without pay, subject to the following rules:

- A. Length of Leave: Leaves of absence for maternity leave shall be limited to the period of time that the pregnant employee is unable to perform the substantial, material duties of the employee's position. This period may include reasonable pre-delivery, delivery and recovery time, as certified in writing by a physician, not to exceed one hundred eighty (180) days. Such leave shall not include time being requested for the purposes of child care following the recovery of the employee.
- B. Physician Certificate: A pregnant employee requesting a leave of absence without pay must present at the time the request is made, a physician's certificate stating the probable period for which the employee will not be able to perform substantial, material duties of the employee's position due to pregnancy, childbirth or related medical conditions.

- C. Sick Leave Usage: Upon request to the Director of Administration, Director of Finance, President of Council or Clerk of Council, whoever is applicable, and in accordance with the rules of the City of North Canton with regard to sick leave, a pregnant employee shall be permitted to use any or all of the employee's accumulated sick leave credit only for the period time, as certified by the physician's certificate, that the employee isn't able to work as a result of pregnancy, childbirth or related medical conditions. An employee using sick leave credit shall not be prevented from receiving a leave of absence for maternity leave purposes without pay for the remainder of the period as defined in Section 1 of this rule.
- D. Service Credit: Authorized leaves of absence under this rule for maternity leave without pay will count as service credit for all purposes related to seniority provided the employee has properly returned to service and is not serving a probationary period. Employees that do not return to service from a personal leave of absence for maternity leave shall not receive service credit for the time spent on such leave.
- E. Employee Benefits: Hospitalization and life insurance benefits will remain in effect as long as the employee is on maternity leave as provided for herein.
- F. Return to Service: Upon completion of a leave of service for maternity leave purposes, without pay, the employee shall be returned to the same or similar position within the employee's former classification.
- G. Failure to Return: An employee who fails to return to duty upon completion or valid cancellation of leave of absence without pay and without explanation to the Director of Administration, Director of Finance, President of Council or Clerk of Council, who ever is applicable, or their representative, may be removed from the service of the city. An employee who fails to return to service from a leave of absence without pay and is subsequently removed for the service is deemed to have a termination date corresponding to the starting date of the leave of absence without pay.
- H. Abuse of Leave: If it is found that a leave is not actually being used for the purpose for which it was originally granted, the Director of Administration, Director of Finance, President of Council or Clerk of Council, who ever is applicable, may cancel the leave and direct the employee to report for work by giving written notice to the employee.
- I. Such leave shall run concurrently with any applicable FMLA leave.

## ARTICLE 22 - BIDDING PROCEDURE

- 22.01 Bidding Procedure shall be per the bidding procedure section of the North Canton Personnel Handbook adopted by Ordinance 92-7 8 of the City of North Canton adopted July 24, 1978 and as amended which section of the handbook is incorporated herein by reference.

## ARTICLE 23 - LAYOFF AND RECALL

- 23.01 Where, because of lack of work, lack of funds, or reorganization for purposes of efficiency, the Employer determines it necessary to reduce the size of its workforce, such reduction shall be made in accordance with the provisions hereinafter set forth.
- 23.02 Employees within effected job titles shall be laid off according to their relative seniority (within the Bargaining Unit) with the least senior being laid off first, provided that all students, temporary, part-time, seasonal and probationary employees within the effected job title(s), within the Bargaining Unit, are laid off first in the above respective order.
- 23.03 Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his right to recall for two (2) years from the date of his lay-off.
- 23.04 Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail. An employee who refuses recall or does not report to work within fifteen (15) calendar days from the date the Employer mails the recall notice, shall be considered to have resigned his position and forfeits all rights to employment with the Employer.
- 23.05 Employee(s) scheduled for lay-off shall be given a minimum of fifteen (15) calendar days advance notice of lay-off.

## ARTICLE 24 - LEAVE OF ABSENCE

- 24.01 Leave of Absence Procedure shall be per the leave of absence procedure section, of the North Canton Personnel Handbook which section of the handbook is incorporated herein by reference.

## ARTICLE 25 - WAGES

25.01 Effective the first full pay period which contains August 1, all employees shall be paid in accordance with the following schedule:

FINANCIAL & CLERICAL				
Entry Level I				\$13.00
Entry Level II				\$15.00
Clerical Specialist I				\$18.64
Clerical Specialist II				\$19.25
Clerical Specialist III				\$19.87
Fiscal Specialist I				\$18.64
Fiscal Specialist II				\$19.25
Fiscal Specialist III				\$19.87
Accounting Specialist				\$20.81
Tax Specialist				\$20.81

25.02 The Parties agree to re-open collective bargaining negotiations as to wages only in January 2013 for the contract year beginning August 1, 2013 and ending July 31, 2014.

## ARTICLE 26 - GRIEVANCE PROCEDURE

26.01 Every employee shall have the right to present his grievance in accordance with the Procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except at Step 1, shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure. The grievance procedure is the exclusive remedy for dispute resolutions under this Collective Bargaining Agreement.

26.02 For the purposes of this procedure, the below listed terms are defined as follows:

- A. Grievance - A "grievance" shall be defined as a dispute or controversy arising from the alleged misapplication or misinterpretation of the written provisions of this Agreement.
- B. Grievant - The "grievant" shall be defined as any employee, group of employees, within the Bargaining Unit of the Union.

- C. Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or Holidays as provided for in this Agreement.

26.03 The following procedure shall apply to the administration of all Grievances filed under this procedure:

- A. Except at Step 1, all grievances shall include the name and position of the grievant, the identity of the provisions of this Agreement involved in this grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant.
- B. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any. If a grievance affects a group of employees working in different locations, with different principals, or associated with an Employer wide controversy, it may be submitted at Step 3.
- C. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to respond to a grievance within the specified time limit, the grievance shall automatically proceed to the next step.
- D. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

26.04 All grievances shall be administered in accordance with the following steps of the grievance procedure. All grievances may first be handled under Step 1 of these procedures. It is permissible to bypass Step 1 of these procedures and initiate the grievance process with Step 2. In either case, Step 2 must be submitted within ten (10) days of the occurrence of the facts giving rise to the grievance.

Step 1: An employee who believes he may have a grievance may attempt to resolve that alleged grievance by conversing with a representative(s) of the Employer and/or its designee that the employee feels is responsible for the alleged grievance and/or the authority to resolve the alleged grievance.

Step 2: An employee who believes he may have a grievance shall submit, in writing, his grievance to his/her supervisor within ten (10) days of the occurrence of the facts giving rise to the grievance. Any decision issued by the Supervisor and/or his designee shall be made in writing within ten (10) days of receiving the grievance.

Step 3: Grievances not resolved in Step 2 that are forwarded to Step 3 must be submitted, in writing, to the Employer (City Administrator and/or Mayor) within ten (10) days of receiving a response under Step 2 of these procedures. Any decision issued by the City Administration and/or its designee shall be made in writing within ten (10) days of receiving the grievance. If the grievant is not satisfied with the decision at Step 3, the Union may appeal the grievance to arbitration pursuant to the arbitration procedure herein contained.

#### ARTICLE 27 - ARBITRATION PROCEDURE

- 27.01 In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 3, the Union may submit the grievance to arbitration. The parties will promptly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service, and the parties will choose one arbitrator from the panel by the alternate strike method with the grieving party striking first.
- 27.02 The arbitrator shall have no power of authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.
- 27.03 The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.
- 27.04 The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be evenly split by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.
- 27.05 An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his regular hourly rate for all hours during which his attendance is required by either party. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed five (5) employees.
- 27.06 The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

## ARTICLE 28 - PENSION PICKUP

- 28.01 Any employee who is a member of the Public Employees Retirement System of Ohio shall have his or her compensation reduced by an amount equivalent to that employee's contribution to the employee's saving fund as defined at Section 147.47 of the OHIO REVISED CODE of the Public Employees Retirement System of Ohio and that the amount of said employee's contribution to the Public Employees Retirement System of Ohio be paid by the City of North Canton on behalf of the employee; and that the amount of the contribution so paid on behalf of the employee by the Employer be added to the salary or wage of the employee in the calculation of pensions and other benefits and is subject to the City of North Canton Income Tax.

## ARTICLE 29 - DRUG TESTING

- 29.01 Drug screening or testing shall be conducted upon reasonable suspicion. This testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceeding. Under no circumstances may the results of the drug screening or testing be released to a third party for the use in criminal prosecution against the affected employee. The following procedures shall not preclude the employer from other administrative action.
- 29.02 Drug testing shall also be authorized when an employee is involved in an on-duty motor vehicle accident which results in bodily injuries to any vehicle occupants or the employee, or when the employee has discharged a weapon while on duty.
- 29.03 All drug screening tests shall be conducted by medical laboratories licensed by the State of Ohio and accredited by the College of American Pathologists or other mutually agreed upon entity. The procedures utilized by the testing lab shall correspond to accepted medical practice. Any positive result shall be confirmed by a mass spectrophotometer procedure (GS-MS), or any approved subsequent state-of-the-art confirmatory test.
- 29.04 Drug screening tests shall be given to employees to detect the illegal use of controlled substances as defined in Section 3719 of the Ohio Revised Code. If the initial screening is positive, the employee's sample shall be subjected to a confirmatory test that shall be administered by a medical laboratory licensed by the State of Ohio and accredited by the College of American Pathologists or other mutually agreed upon entity. The employee may have a second confirmatory test of the split sample done at a lab of his choosing, at his expense. This test shall be given the same evidentiary weight as the previous test, provided a neutral chain of custody remains unbroken.
- A. If all the screening and confirmatory tests are positive, then the Bargaining Unit Member involved may be required to enter into rehabilitation referral. The City shall maintain the right to discipline the employee in addition to mandating rehabilitation.

- B. Prior to any notification by the Employer for drug screening or testing, an employee may elect to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel. The cost of the program will be covered according to the provisions of the employee's health insurance plan.
- C. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, or personal days for the period of the rehabilitation. If no such leave credit is available, such employees shall be placed on leave of absence without pay for the period of the rehabilitation leave.
- D. Upon completion of the program, and provided that a retest demonstrates that the employee is no longer illegally using a controlled substance, and/or subject to any disciplinary action that may be taken pursuant to this Article, the employee shall be returned to his position. Such employee may be subject to random retesting upon return to his position for a period of one (1) year from the date of his return.
- E. Any employee in the above-mentioned rehabilitation program will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.
- F. If an employee refused to undergo rehabilitation or detoxification pursuant to a lawful order, or he fails to complete a program of rehabilitation, or if he should test positive at any time within one (1) year after his return to work upon completion of the rehabilitation program, the employee shall be subject to disciplinary action.
- G. Except as otherwise provided herein, the cost of all drug screening shall be borne by the City.
- H. For the purpose of this Article "periodic" shall mean not more than three times per year, except that a drug test may be performed at any time upon "reasonable suspicion" of drug use. An employee may be tested more frequently during the one (1) year period after his return from a rehabilitation program.

29.05 For the purpose of implementing the provisions of this Article, each Bargaining Unit Member shall execute medical releases in order for the City to obtain the results of the drug screening provided for in this Article. The release referred to in this Section shall authorize only the release of examination results pertaining to the drug screening test. Such medical releases shall be provided by the employer.

ARTICLE 30 - DURATION OF AGREEMENT

30.01 This Agreement is effective from August 1, 2011 through July 31, 2014. This Agreement shall continue from year to year unless a party to this Agreement gives sixty (60) written notice of intent to negotiate a new agreement. In the event such notice is given by a party, the procedures for negotiations contained in OHIO REVISED CODE Article 4117 shall apply.

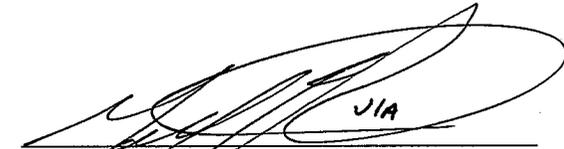
Agreed to by the Parties this 10<sup>th</sup> day of November, 2011.

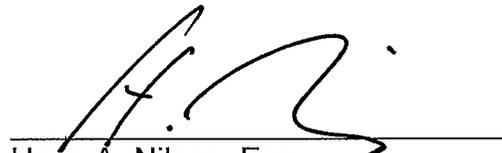
FOR THE CLERICAL, FISCAL &  
ACCOUNTING SPECIALISTS

  
\_\_\_\_\_  
Gayle Bruce

FOR THE CITY OF NORTH CANTON

  
\_\_\_\_\_  
Honorable David J. Held, Mayor

  
\_\_\_\_\_  
Michael Grimes

  
\_\_\_\_\_  
Hans A. Nilges, Esq.  
(As to Form)

## APPENDIX A - SCHEDULE OF BENEFITS

### CITY OF NORTH CANTON SCHEDULE OF BENEFITS

#### COMPREHENSIVE MAJOR MEDICAL BENEFITS

Pre-certification review: Pre-certification review is required for all inpatient Hospital confinements. For elective stays, certification is required at least 48 hours prior to admission and for emergency admissions; certification is required within 48 hours following admission.

“R & C” mean “Reasonable & Customary”

Lifetime Maximum Amount Payable per Individual ..... \$1,500,000.00

Calendar Year Deductible:

Calendar Year Deductible (Effective August 1, 2011 through December 31, 2011):

Network (PPO Providers):

Per Individual . . . . .	\$250.00
Per Family . . . . .	\$500.00

Non-Network (Non-PPO Providers):

Per Individual . . . . .	\$500.00
Per Family . . . . .	\$1,000.00

Calendar Year Deductible (Effective January 1, 2012):

Network (PPO Providers):

Per Individual . . . . .	\$500.00
Per Family . . . . .	\$1,000.00

Non-Network (Non-PPO Providers):

Per Individual . . . . .	\$500.00
Per Family . . . . .	\$1,000.00

Network (PPO Providers)

Then: all eligible charges will be paid at 90% until the maximum out-of-pocket amount has been satisfied.

With: 100% payment on eligible charges thereafter for that individual for the remainder of that calendar year.

Maximum Out-of-Pocket Expenses per Calendar Year (excluding the deductible and office visit co-pay)

Per Individual . . . . .	\$1,500.00
Per Family . . . . .	\$3,000.00

Non-Network (Non-PPO Providers)

Then: all eligible charges will be paid at 70% R&C until the maximum out-of-pocket amount has been satisfied.

With: 100% payment (R&C) on eligible charges thereafter for that individual for the remainder of that calendar year.

Maximum Out-of-Pocket Expense per Calendar Year (excluding the deductible and office visit co-pay):

Per individual . . . . .	\$3,000.00
Per Family . . . . .	\$6,000.00

COVERED SERVICES  
Percentage Payable Network / Non-Network

Maximum Daily Room Charge (In hospital) .....	90%	70% R&C
Private Room Rate (The hospital's average semi-private room rate) .....	90%	70% R&C

APPENDIX A  
CITY OF NORTH CANTON SCHEDULE OF BENEFITS – CONTINUED

	Percentage Payable	Network	Non-Network
Special Care Unit (ICU & CCU) .....	90%		70% R&C
Inpatient Miscellaneous Charges .....	90%		70% R&C
Inpatient Physicians Visits .....	90%		70% R&C
(One visit per day, per specialist)			
Preadmission Testing .....	90%		70% R&C
Diagnostic X-ray and Lab .....	90%		70% R&C
Consultation Expenses .....	90%		70% R&C
Surgical Expense Benefits .....	90%		70% R&C
Second Surgical Opinion .....	90%		70% R&C
Outpatient Surgery .....	90%		70% R&C
Durable Medical Equipment .....	90%		70% R&C
Anesthesia .....	90%		70% R&C
Ambulance Services .....	90%		90%
Emergency Room Treatment (within 72 hours) .....	90%		90% R&C
(For acute medical conditions and accidental bodily injury)			
Non-Emergency Treatment in Emergency Room .....	90%		70% R&C
Physician Office Visits* .....	\$25.00 co-pay		70% R&C
Allergy Testing & Injections* .....	\$25.00 co-pay		70% R&C
Routine Mammogram/Pap/Prostate Exam/GYN Exam* .....	\$15.00 co-pay		70% R&C
(Frequency per AMA Guidelines)			
Routine Physical Exam (Age 9 and older)* .....	\$25.00 co-pay		70% R&C
(Maximum - One per Calendar Year including lab and x-ray)			
Well Baby Care/Well Child Care* .....	\$15.00 co-pay		70% R&C
(Including Immunizations - up to 2 years of age/2 years to 9 years of age limited to \$150.00 per Calendar Year)			
Therapy Services .....	90%		70% R&C
(Includes medically necessary radiation therapy, chemotherapy, dialysis, physical therapy, speech therapy, respiratory therapy, and occupational therapy)			
Chiropractic Care (maximum of 12 visits per year) .....	90%		70% R&C

\* including lab work, x-rays and minor surgery when performed in the physician's office

APPENDIX A

CITY OF NORTH CANTON SCHEDULE OF BENEFITS - CONTINUED

	Percentage Payable	Network Non-Network
Skilled Nursing Care .....	90%	70% R&C
Calendar Year Maximum: 120 days		
Private Duty Nursing .....	90%	70% R&C
Calendar Year Maximum: 120 days		
Home Health Care .....	90%	70% R&C
Calendar Year Maximum: 100 visits		
Hospice Care .....	90%	70% R&C
Lifetime Maximum: 180 days		
Transplants .....	90%	70% R&C
Mental/Nervous Disorders		
Inpatient .....	90%	70% R&C
Outpatient .....	90%	70% R&C
Calendar Year Maximum: 12 visits combined w/Alcohol & Substance Abuse)		
Alcohol & Substance Abuse		
Inpatient .....	90%	70% R&C
Lifetime Maximum: 15 days		
Outpatient .....	90%	70% R&C
Calendar Year Maximum: 12 visits combined w/Alcohol & Substance Abuse)		
NOTE: The above outpatient charges for Mental Disorders, Alcoholism and Drug Abuse will not be counted in accumulating covered charges toward the 100% payment percentage of other charges.		
Diabetic Counseling .....	90%	70% R&C

APPENDIX A  
CITY OF NORTH CANTON SCHEDULE OF BENEFITS - CONTINUED

PRESCRIPTION DRUG BENEFITS

NORTH CANTON PROPOSED PRESCRIPTION PLAN		
	RETAIL CO-PAY	MAIL ORDER CO-PAY
*GENERIC: 1st TIER	\$10.00 or 20% WHICHEVER is GREATER	\$27.00
**PREFERRED: 2nd TIER	\$20.00 or 30% WHICHEVER is GREATER	\$48.00
***PREFERRED: 3rd TIER/ LIFE ENHANCING	\$30.00 or 35% WHICHEVER is GREATER	\$74.00
****NON-PREFERRED: 4th TIER	\$45.00 or 50% WHICHEVER is GREATER	\$95.00
GENERIC ENFORCEMENT PROVISION IS INCLUDED		

AultCare Prescription Drug Tier Definitions
*GENERIC: 1st TIER is defined as all generic drugs (subject to plan limitations). The CITY of NORTH CANTON Prescription Drug Plan includes a mandatory generic enforcement provision. If a brand name is selected by the employee over the generic, the cost will be the brand name co-pay plus the difference in cost between the brand name and the generic drug.
**PREFERRED: 2nd TIER is defined as preferred name brand drugs( i.e. heart medications, anticonvulsants, cancer medications)
***PREFERRED: 3rd TIER is defined as preferred name brand drugs that are considered to increase the quality of life or a life style modification drug that is not necessary to sustain life (i.e. allergy medications, pain medications)
****NON-PREFERRED: 4th TIER is defined as non-preferred Brand name drugs

If a brand name is chosen by the employee over the generic, the cost will be the brand name co-pay plus the difference in cost between the brand name and generic. if the brand name is specifically prescribed for medical reasons, or a generic is unavailable at the time, the brand-name co-pay shall apply.

Oral contraceptives to be covered as detailed above.

APPENDIX A

CITY OF NORTH CANTON SCHEDULE OF BENEFITS - CONTINUED

DENTAL CHARGE BENEFITS THROUGH PREFERRED PROVIDER NETWORK

Cash Deductible, each Calendar Year:  
Per Person ..... \$50  
Family Unit Limit ..... \$150

The deductible applies to these Classes of Service: Class B  
Services - Routine  
Class C Services - Major  
Class D Services - Orthodontia and Implants

Percentage Payable:  
Class A Services - Preventive ..... 100%  
Annual Maximum ..... Two visits per year, up to R&C  
Class B Services - Routine ..... 80%  
Class C Services - Major ..... 50%  
Class D Services - Orthodontia and Implants ..... 100%  
Orthodontia services are limited to a lifetime maximum of \$1,500

Maximum Benefit Amount:  
Per Person Per Calendar Year ..... \$1,500

VISION CHARGE BENEFITS

Percentage Payable (\$15 CO-PAY THEN 100%) ..... 100%

Maximum Benefit Amount:  
Per Person every 24 months ..... \$250  
Laser Eye Surgery (for covered employees only) ..... N/A

# RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. 98-11

Passed November 7, 2011

11/2/11-gmk  
(Personnel & Safety)

## Ordinance No. 98-11

An ordinance authorizing the Mayor, Director of Administration and Personnel & Safety Committee of North Canton City Council to enter into a Collective Bargaining Agreement between the City of North Canton and the Clerical, Fiscal and Accounting Specialists ("CF&AS"), repealing any and all legislation inconsistent herewith and declaring the same to be an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON,  
COUNTY OF STARK, STATE OF OHIO:

- Section 1. That the Mayor, Director of Administration and Personnel & Safety Committee of North Canton City Council, be, and are hereby authorized to enter into a Collective Bargaining Agreement between the City of North Canton and the Clerical, Fiscal and Accounting Specialists ("CF&AS").
- Section 2. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary and further necessary for the timely effectiveness of the Collective Bargaining Agreement; wherefore, provided it receives the affirmative vote of six (6) or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

North Canton, OH  
Passed: 11/7/11

  
MAYOR

SIGNED: 11/07, 2011.

ATTEST:

  
CLERK OF COUNCIL