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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.**

AND



THE CITY OF NORTH CANTON

**POLICE LIEUTENANTS
AND SERGEANTS**

**EFFECTIVE: August 1, 2011
EXPIRES: July 31, 2014**

AS PREPARED BY:

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ARTICLE 1 - PREAMBLE

- 1.01 This Agreement is hereby entered into by and between the City of North Canton, hereinafter referred to as "the Employer" or "the City", and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as "Union."

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;
 - 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 full-time police Lieutenants and Sergeants employed in the Police Department (the "employees"), excluding all part-time, seasonal and auxiliary officers, chief dispatcher, dispatchers, and Police Chief. All other employees of the Employer are excluded from the Bargaining Unit. Said recognition shall continue for a term as provided by law.
- 3.02 The Employer will furnish the FOP-OLC with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be supplemented and furnished whenever a change occurs.

ARTICLE 4 - DUES DEDUCTION

- 4.01 During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the Union and the regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. No new authorization forms will

be required from any employees in the North Canton Police Department for whom the Employer is currently deducting dues.

- 4.02 The initiation fees, dues or assessments so deducted shall be in the amounts established by the FOP-OLC from time to time in accordance with its Constitution and Bylaws. The FOP-OLC shall certify to the Employer the amounts due and owing from the employees involved.
- 4.03 The Employer shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date, such amounts shall be deducted from the next or subsequent pay.
- 4.04 A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the treasurer of the FOP-OLC within thirty (30) days from the date of making said deductions.
- 4.05 The FOP-OLC hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article, and the FOP-OLC shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 5 - AGENCY SHOP

- 5.01 All members of the Bargaining Unit, as identified in Article 3 of this Agreement, shall either:
 - A. maintain their membership in the Union
 - B. become members of the Union
 - C. pay a fair share fee to the Union in an amount not to exceed dues paid by members subject to the internal rebate procedure per the OHIO REVISED CODE Chapter 4117.09.
- 5.02 In the event that a service fee is to be charged to a member of the Bargaining Unit, the Employer shall deduct such fee in the same manner as dues are deducted as specified in Article 4 of this Agreement, entitled "Dues Deduction."

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01 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 Employer, standards of services, its overall budget utilization of technology, and organizational structure.

- B. Direct, supervise, evaluate, or hire employees.
- C. Maintain and improve the efficiency and effectiveness of governmental operations.
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted.
- E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees.
- F. Determine the adequacy of the workforce.
- G. Determine the overall mission of the Employer as a unit of government.
- H. Effectively manage the workforce.
- I. Take actions to carry out the mission of the public Employer as a governmental unit.
- J. Promulgate and enforce reasonable work rules.

ARTICLE 7 - EMPLOYEE RIGHTS

- 7.01 An employee has the right to the presence and advice of a Union representative and/or Union Attorney at all disciplinary interrogations.
- 7.02 Before any employee may be charged with any violation of the rules and regulations for a refusal to answer questions or participate in an investigation, he/she shall be advised that his/her refusal to answer such questions or participate in such investigation will be the basis of such a charge.
- 7.03 Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. In addition, the employee may record such interrogation if he/she has a recording device available so as not to delay the investigation. The Employer may have a transcript of such recording at the Employer's expense.
- 7.04 An employee will be informed on the nature of any investigation prior to any questioning. If the employee being questioned is, at the time, a witness and not under investigation, he/she shall be so advised.
- 7.05 An employee may request an opportunity to review his personnel file, add memoranda to the file clarifying any documents contained in the file, and he/she may have a representative of the Union present when reviewing his/her file. A request for copies of items included in the file shall be honored. All items in an

employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

- 7.06 With respect to investigations which may result in criminal charges, a formal charge of misconduct shall be prepared in writing stating the matters which are under investigation and the charges which are being considered.
- 7.07 In the course of an internal affairs investigation, a polygraph examination will be administered only with the consent of the employee under investigation. If in the course of an internal investigation, an employee has been given a polygraph examination, such examination shall not be used in any subsequent court action.
- 7.08 All complaints against employees which may involve suspension or discharge of the employee, shall be investigated and either corroborated or found to be without merit in accordance with Section 12.3 of the North Canton Police Department Policy and Procedures. The Employer will furnish a copy of the complaint to the employee whom the complaint has been filed against, when such employee is notified of the investigation. An employee will be notified of any requests by civilians to view his/her personnel file. Such notification(s) shall be provided within twenty-four (24) hours of any such request(s).
- 7.09 Oral and written reprimands more than one (1) year old shall not be used as a basis for future discipline.

ARTICLE 8 - DISCIPLINE

- 8.01 Disciplinary action taken by the Employer against non-probationary employees shall only be for just cause. Disciplinary action may be taken against non-promotional probationary employees who shall have no rights to appeal any such action through the Grievance Procedure herein contained or to any Civil Service Commission.
- 8.02 A non-probationary employee shall be given written notice of the charges and the reason(s) for all disciplinary actions.
- 8.03 Prior to any discipline being imposed, the employee shall be provided an opportunity to respond to the charges against his/her and he/she has the right to confer with a representative of the Union. Such response may include defenses the employee believes are applicable or mitigating circumstances.
- 8.04 In the case of the emergency relief of duty, an employee may be suspended with pay pending a hearing in front of the Chief of Police pursuant to Section 8.03.

ARTICLE 9 - ASSOCIATION REPRESENTATION

- 9.01 The parties recognize that it may be necessary for an employee representative of the Union to leave a normal work assignment while acting in the capacity of representative. The Union recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by

representatives. Before leaving an assignment pursuant to this Section, the representative must obtain approval from the chief. The Employer will not dock the pay of an employee representative for time spent during normal working hours conferring with the Employer on grievances or disciplinary matters. In addition, authorized representatives of the Union may use the facilities of the public Employer for membership or other meetings and shall be permitted to use the internal mail system or other internal communication system when properly authorized.

- 9.02 Members of the Negotiating Committee shall be allowed reasonable time off to participate in collective bargaining meetings with the Employer, if held during a member's regular working hours without loss of pay.
- 9.03 The Employer authorizes forty-eight (48) hours (Union time), said hours are to be used for training, meetings, and other official Union functions. Said hours are to be credited upon January 1st of each year of this Agreement. The Union leave time does not carry over from year to year and must be used in the calendar year in which it is authorized or forfeited.

ARTICLE 10 - GRIEVANCE PROCEDURE

- 10.01 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/her own choosing at all stages of the Grievance Procedure. It is the intended 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.
- 10.02 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 or 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.
- 10.03 The following procedures 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 the

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/her representative, if any.
- C. 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.
- D. The time limits provided herein will be strictly adhered to. 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, the grievance shall automatically proceed to the next step.
- E. This procedure shall not be used for the purposes of adding to, subtracting from, altering in any way, any of the provisions of this Agreement.

10.04 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 the 10 days of the occurrence of the facts giving rise to the grievance.

Step 1: An employee who believes he/she 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 has the authority to resolve the alleged grievance.

Step 2: An employee who believes he/she may have a grievance shall submit in writing his/her grievance to the Chief of Police within 10 days of the occurrence of the facts giving rise to the grievance. Any decision issued by the Chief of Police and/or his designee shall be made in writing within 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 10 days of receiving a response under Step 2 of these procedures. Any decision issued by the City Administration and/or his designee shall be made in writing within 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 11 - ARBITRATION PROCEDURE

- 11.01 In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within 30 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.
- 11.02 The arbitrator shall have no power or 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.
- 11.03 The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.
- 11.04 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.
- 11.05 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/her regular hourly rate for all hours during which his/her 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.
- 11.06 The arbitrator's decision and award will be in writing and delivered with thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 12 - NON-DISCRIMINATION

- 12.01 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.
- 12.02 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 13 - GENDER AND PLURAL

- 13.01 Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular and words in the masculine, feminine or neuter gender shall be construed all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 14 - CONFORMITY TO LAW

- 14.01 This Agreement shall supersede any present and future state and local laws, along with any applicable rules and regulations, and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.
- 14.02 If the enactment of legislation or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.
- 14.03 Any matter not specifically covered by this Collective Bargaining Agreement, shall be covered by the applicable ordinance or civil service rule of the City of North Canton or the State of Ohio.

ARTICLE 15 - HOURS OF WORK

- 15.01 Employees shall work a five (5) day week of eight (8) hours per day for a total of a forty (40) hour workweek. The workweek need not be made up of consecutive days if the nature of the work to be performed requires that twenty-four (24) hour services be maintained seven (7) days per week.
- 15.02 Work schedules shall be posted subject to the Employer's right to change the schedule with as much advanced notice as possible. Employees shall have the right to trade shifts or workdays as long as the trade does not create overtime or double shifts.
- 15.03 Steady shifts will be assigned in seniority order starting with that Lieutenant with the most seniority proceeding down to the Sergeant with the least seniority.
- A. In October of each year, all Bargaining Unit Members shall submit in writing to the patrol commander his first, second, and third shift preference for the coming year. Employees who neglect to specify their preference shall be presumed to have no preference.
 - B. Bargaining Unit Members will be assigned the steady shift he/she most desires if possible. If the bargaining unit member's first choice of steady

shift is not available, he will be assigned his second choice if possible. If that Bargaining Unit Member's second choice of steady shift is not available, he will be assigned his/her third choice if possible. If that Bargaining Unit Member's third choice of steady shift is not available, he will be assigned to whatever shift remains to be filled.

- C. Steady shifts shall run from January through December, of each year of this Agreement.
- D. Management reserves the right to assign one (1) Bargaining Unit Member to steady swing shift for the primary purpose of covering the absence of other Bargaining Unit Members and to provide additional manpower as needed on any shift. This swing shift position shall also be assigned by seniority bidding.
- E. Any vacancies, or transfers from special assignments shall also be filled by seniority bidding.
- F. Management determines how many employees will be assigned to any shift.

ARTICLE 16 - OVERTIME PAY ALLOWANCE

- 16.01 Employees working in excess of their normal shift shall receive credit for time worked in one-quarter (1/4) hour increments. All overtime is subject to the chiefs approval.
- 16.02 Employees called out for duty shall receive a minimum of two (2) hours work or two (2) hours pay, in lieu thereof, if not needed to work the total of two (2) hours.
- 16.03 All time worked in excess of forty (40) hours in one (1) calendar week shall be compensated at one and one-half (1 1/2) times the hourly rate. Employees have the choice of any combination of either overtime pay or compensatory time off.
- 16.04 Classified civil service employees of the Police Department shall be compensated at one and one-half (1 1/2) times the hourly rate for hours worked on Sunday.
- 16.05 Prior to a Non-bargaining Unit Member being made OIC for a full shift, Bargaining Unit Members will be given the opportunity to work the shift vacancy.

ARTICLE 17 - HOLIDAYS

- 17.01 The following paid holidays will be observed by all full-time employees and such employees shall be paid an amount equal to eight (8) hours of pay at the employee's regular rate, unless otherwise specified in this Article:

New Year's Day
Martin Luther King Day
Presidents Day
Good Friday
Memorial Day
July 4th

Labor Day
Thanksgiving Day
Friday after Thanksgiving Day
Day before Christmas
Christmas Day

- 17.02 An employee must be on the active payroll in order to be entitled to holiday pay. Active payroll is defined as actually working or on a paid leave. A holiday as identified in Section .01 of the within Article 17 shall be considered as a day worked for accrual of fringe benefits.
- 17.03 Employees who work on a holiday shall be compensated at their regular rate plus time and one-half (1 1/2) for the holiday worked in either pay or compensatory time. At the option of the employee, he may receive that day off work with full regular pay if shift manpower allows. The employee may split the overtime wages on a holiday between pay and compensatory time, but it must be one (1) hour increments. The said compensatory time must be taken consistent with any applicable federal regulations.
- 17.04 If any of the aforementioned holidays should fall on a Bargaining Unit member's regular day off, the employee, at his option, shall receive eight (8) hours pay at time and one-half (1 1/2) in either pay or compensatory time to be taken consistent with any applicable federal regulations.
- 17.05 Accumulation of compensatory time shall have a maximum of sixty (60) hours accumulation at any one (1) time. Accrued but unused compensatory time shall be paid to the employee within two (2) weeks for any of the following reasons: employee leaving an hourly position and being promoted to a salary position or if an employee resigns or is terminated or retires.

ARTICLE 18 - VACATIONS

- 18.01 For the sole purpose of the application of this Article, employees who were employed in a calendar year prior to January 1, 2003, shall be deemed to have a service date of January 1st 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.
- 18.02 Employees employed less than one (1) year by January 1st shall be granted paid vacation at the rate of one (1) vacation day per full month worked, not to exceed ten (10) days.
- 18.03 Employees having been employed one (1) through four (4) years by January 1st shall be granted a paid vacation allowance of two (2) calendar weeks in that calendar year of employment.

- 18.04 Employees having been employed five (5) through nine (9) years by January 1st shall be granted a paid vacation allowance of three (3) calendar weeks in that calendar year of employment.
- 18.05 Employees who have been employed ten (10) through fourteen (14) years by January 1st shall be granted a paid vacation allowance of four (4) calendar weeks in that calendar year of employment.
- 18.06 Employees who have been employed fifteen (15) through nineteen (19) years by January 1st shall be granted a paid vacation allowance of five (5) calendar weeks in that calendar year of employment.
- 18.07 Employees who have been employed more than nineteen (19) years by January 1st shall be granted a paid vacation allowance of six (6) calendar weeks in that calendar year of employment.
- 18.08 All vacation allowances shall be granted at a time approved the Chief of Police and with concurrence of the Director of Administration. A vacation schedule based on the Rules and Regulations of the Police Department shall be made up by the Chief of Police each year with vacation periods so staggered that the employee's absence will not seriously jeopardize the departmental work schedule for that year. Vacation approval shall not be denied solely on the basis it creates overtime.
- 18.09 An extra day of paid vacation allowance will be permitted for all paid holidays falling within a selected vacation period.
- 18.10 When the normal workweek is forty (40) hours, the paid vacation allowance will be based thereon.
- 18.11 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.
- 18.12 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 1st.
- 18.13 Vacation shall be used in increments of one week or more except that vacations may be used in lesser increments when authorized by the Chief of Police, with the concurrence of the Director of Administration; however, vacations may not be taken in lesser increments than one-half (1/2) day.

ARTICLE 19 - SICK LEAVE

- 19.01 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.

- 19.02 All employees shall earn sick leave at the rate of (4.615) hours for every eighty (80) hours paid not to exceed fifteen (15) days per year and may accumulate such sick leave to an unlimited amount.
- 19.03 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.
- 19.04 Sick leave may be used in segments of not less than one-fourth (1/4) hour.
- 19.05 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.
- 19.06 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.
- 19.07 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.
- 19.08 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.
- 19.09 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, 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-laws, grandparents, grandchild, or minor over whom the employee is legal guardian.
- 19.10 Upon the retirement of an employee hired on or before July 31, 2011 who has not less than 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.

- 19.11 Upon the retirement of an employee hired on or after August 1, 2011 who has not less than 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.
- 19.12 An employee who accumulates a minimum of four hundred (400) hours sick leave shall receive an additional twenty-four (24) hours of personal time per year. The usage of the personal days shall be charged to sick leave. The Police Chief must approve the use of any personal days taken under this Section. The personal time awarded pursuant to this section may be taken in one (1) hour increments.

ARTICLE 20 - MILITARY LEAVE

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

ARTICLE 21 - JURY DUTY LEAVE

- 21.01 Any employee who is called for jury duty, either Federal, County or Municipal, shall be paid his regular salary, less any compensation received for jury duty, when such jury duty conflicts with his work schedule.
- 21.02 Afternoon shift employees serving on jury until 12:00 noon or later, will not be expected to report for work on their regular shift on that day, and will receive the difference in earnings. Night Shift employees scheduled to report for jury duty will not be expected to report to work on the immediately preceding night shift, but will be paid as outlined above. Night shift employees released from jury duty prior to noon and not scheduled to report for jury duty the following day will be expected to report for work on the night shift following such release.
- 21.03 It is understood that Paid Jury Duty Leave will not exceed eighty (80) hours per calendar year without approval of the Employer. It will be the employee's responsibility to present to the Employer the necessary documents, including pay vouchers/check from the Clerk of Courts.

ARTICLE 22 - DISABILITY PAY ALLOWANCE

- 22.01 Any employee 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 employee's 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 employee's regular full wages. There

shall be a twelve (12) month limit on the amount of disability pay per injury, including reoccurrence of the injury as allowed by the Bureau of Workers' Compensation, an employee is entitled to under this Article. The Employer at its sole discretion may extend the leave, such extension not being subject to the grievance procedure. Such discretion shall not be unreasonably denied.

ARTICLE 23 - FUNERAL LEAVE

- 23.01 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, stepmother, stepfather, stepchildren, grandchild or grandparent-in-law.
- 23.02 With permission of the Chief of Police, the employee may be allowed one (1) day for a funeral other than that of those named in Section .01 Said time off shall not be charged against sick leave or vacation allowance but shall be leave with pay.

ARTICLE 24 - UNPAID LEAVE

- 24.01 Maternity Leave shall include pregnancy, childbirth and related medical conditions. Upon written request to the Director of Administration, a pregnant employee may be granted a leave of absence without pay, subject to the following rules. Such leave shall run concurrently with any applicable FMLA leave.
- 24.02 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 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.
- 24.03 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.
- 24.04 Sick Leave Usage. Upon request to the Director of Administration, 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 employees accumulated sick leave credit only for the period of 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 .01 of this rule.

- 24.05 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.
- 24.06 Employee Benefits. Hospitalization and life insurance benefits will remain in effect as long as the employee is on maternity leave as provided for herein.
- 24.07 Return to Service. Upon completion of a leave of absence for maternity leave purposes, without pay, the employee shall be returned to the same or similar position within the employee's former classification.
- 24.08 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, or his representative, may be removed from the service of the Employer. An employee who fails to return to service from a leave of absence without pay and is subsequently removed from the service is deemed to have a termination date corresponding to the starting date of the leave of absence without pay.
- 24.09 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, may cancel the leave and direct the employee to report for work by giving written notice to the employee.

ARTICLE 25 - PERSONAL TIME

- 25.01 Employees shall receive sixteen (16) hours of personal time per year off work with compensation; said personal time to be designated by the employee with the approval of the Chief of Police.
- 25.02 An employee hired prior to July 1st will receive sixteen (16) hours of personal time that year. An employee hired after July 1st and prior to September 1st will receive eight (8) hours of personal time that year and an employee hired after September 1st will receive none for that year.
- 25.03 Classified civil service employees of the Police Department, because of the nature of the work to be performed requires that twenty-four (24) hour service be maintained seven (7) days per week, shall be eligible to designate their personal time as holidays.
- 25.04 Personal time may be taken in four (4) hour increments subject to scheduling considerations.

ARTICLE 26 - WAGES

26.01 Effective the first full pay period which includes August 1st of each year of this Agreement, there shall be established a rank differential for all members of the Bargaining Unit. The rank differential for Lieutenants will be set at 18.2% above patrolmen's base salary as defined below in subsections (a), (b) and (c) for non-probationary Lieutenants of the Bargaining Unit. A rank differential of 17.0% shall be established for all Lieutenants in their probationary status. The rank differential for Sergeants will be set at 9 % above Patrolmen's base salary as defined below in subsections (A), (B) and (C) for non-probationary Sergeants of the Bargaining Unit. A rank differential of 7% shall be established for all Sergeants in their probationary status. The base salary used for this rank differential shall be the sum of:

- A. The base salary of a patrolman as defined by the Patrolmen's Collective Bargaining Agreement for the Patrolman fourth year;
- B. Senior Patrol Officer's stipend as defined by the Patrolmen's Collective Bargaining Agreement, reduced to an hourly rate.
- C. Subsequent to August 1, 2006, in the event any current monetary benefit(s) is increased for patrolmen or a new monetary benefit is granted to the patrolmen (whether or not said benefit or compensation appears in the Patrolmen's Collective Bargaining Agreement) that is considered taxable income to the patrolmen and the same is not granted to the Bargaining Unit Members in a similar manner or fashion. Other than the Senior Patrol Officer Stipend as recited in paragraph (b) above, as of July 31, 2006, there are no current monetary benefit(s) which would be added to the patrolmen's base rate for purposes of computing the rank differential.
- D. The stipend described in Section 27.05 of the Patrolmen's Collective Bargaining Agreement for the term beginning August 1, 2011 and ending July 31, 2014 shall not be added to the rank differential.

26.02 All employees shall receive a shift differential in the amount of thirty-five cents (\$0.35) per hour for afternoon shift and fifty cents (\$0.50) per hour for midnight shift, for hours actually worked.

26.03 All employees hired on or before August 1, 2008 obtaining and/or maintaining minimum applicable state firearms qualifications and/or certifications and obtaining and/or maintaining all other minimum continuing education requirements shall receive in 2011 and 2012 a \$500 stipend payable in the first half of December.

ARTICLE 27 - LONGEVITY PAY

27.01 Subject to Article 27.02, employees shall receive longevity pay at the rate of seventy dollars (\$70.00) per year of full-time employment with the Employer.

Annual longevity payments shall be made during the first half of the month of December to all employees who have completed at least five (5) years of continuous service and who are employed by the Employer on November 30th of the year in which the longevity payment is made. Determination of longevity pay shall be from December 1st to November 30th.

27.02 Employees hired on or after August 1, 2011 shall not receive longevity pay.

ARTICLE 28 - UNIFORM ALLOWANCE

28.01 An annual uniform allowance of one thousand (\$1,000.00) dollars shall be paid for the position of Lieutenant and Sergeant. Such payment shall be made by January 20th.

28.02 The employer shall provide, at no cost to the employee, a protective vest/body armor (threat level II or greater) upon employment. The employer shall replace the protective vest/body armor promptly according to the manufacturer's guidelines or warranty. The employer shall also replace the protective vest/body armor at any time the composition of the vest is compromised for any reason thereby reducing it below the threat level II protection threshold. Upon separation from service the employee shall be permitted to retain the issued protective vest/body armor at not cost, except that this shall not apply to probationary employees.

ARTICLE 29 - EDUCATIONAL BENEFITS

29.01 The Employer will provide reimbursement to full-time City employees of the Police Department 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.

29.02 Reimbursement for expenses permitted are contingent upon appropriation of funds.

29.03 Prior authorization must be given in writing by the responsible departmental authority to qualify for reimbursement. Upon successful completion of education course 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 City in the performance of the employees assigned duties and employment with the City.

29.04 Under no circumstances will the employee be permitted to take education courses during the normal working hours.

ARTICLE 30 - HOSPITALIZATION & MAJOR MEDICAL INSURANCE,
DENTAL, OPTICAL & PRESCRIPTION PROGRAM

30.01 The Employer shall provide hospitalization, major medical, dental, optical and a prescription drug program with coverage levels set forth in Appendix A, effective with the December 2009 plan renewal. Other plan design features are set forth below.

30.02 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.

30.03 The Employer shall adopt a standardized PPO benefit plan with network/non-network deductible and coinsurance as follows:

Effective August 1, 2011 through July 31, 2012:

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 August 1, 2012:

Network - \$500 single/ \$1000 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.

30.04 PRESCRIPTION CO-PAYS SHALL BE AS FOLLOWS:

	RETAIL CO-PAY	MAIL ORDER CO-PAY
GENERIC: 1 ST TIER	\$10.00 OR 20% WHICHEVER IS GREATER	\$27.00
PREFERRED: 2 ND TIER	\$20.00 OR 30% WHICHEVER IS GREATER	\$48.00
PREFERRED: 3 RD TIER	\$30.00 OR 35%	\$74.00

LIFE ENHANCING	WHICHEVER IS GREATER	
NON-PREFERRED: 4 TH 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.

- 30.05 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.
- 30.06 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.
- 30.07 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.
- 30.08 The increased deductible amounts effective August 1, 2012 described in Section 30.03 shall not apply if the City provides the same or similar health insurance benefits to any other City employee or official and the City requires a lesser deductible amount unless the City is required to by means of: (1) a conciliator's award; or (2) a contractual obligation existing at the time this Agreement is executed (including such continuing obligations that exist by operation of law during the pendency of collective bargaining negotiations following an expired collective bargaining agreement).

ARTICLE 31 - LIFE INSURANCE

- 31.01 Bargaining Unit members of the Police Department shall be entitled to term life insurance coverage in the amount of twenty-five thousand (\$25,000.00) dollars. In the event of a change of insurance carrier, the current benefit of term life insurance shall not be reduced.

ARTICLE 32 - LAW ENFORCEMENT INSURANCE

- 32.01 All regular police officers and part-time special police officers and the necessary City officials shall be covered by a law enforcement comprehensive professional liability policy in an amount determined to be adequate by the Director of Administration and the Chief of Police. Costs of such insurance to be covered by the City of North Canton.

ARTICLE 33 - LAY-OFF AND RECALL

- 33.01 Where, because of the Employer determines it necessary to reduce the size of its lack of work, lack of funds, or reorganization for purposes of efficiency, workforce, such reduction shall be made in accordance with the provisions hereinafter set forth.
- 33.02 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.
- 33.03 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.
- 33.04 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) working 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.
- 33.05 Employee(s) scheduled for lay-off shall be given a minimum of fifteen (15) calendar days advance notice of lay-off.

ARTICLE 34 - PROMOTIONS

- 34.01 With regard to promotions to positions above the rank of Sergeant in the North Canton Police Department, the promotion shall be filled by a competitive promotional examination. When a vacancy occurs in such position, the Mayor shall forthwith notify the Civil Service Commission of that fact and the commission shall certify to the Mayor, for each such vacancy to be filled, the names and addresses of the three (3) candidates with the highest rating as established by the Civil Service Commission, and the Mayor may then appoint any one or more of said persons so certified.

ARTICLE 35 - MISCELLANEOUS

- 35.01 Any employee of the Police Department of the City of North Canton who is a member of the Police and Firemen's Disability and Pension Fund or 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 Police and Firemen's Disability and Pension Fund or the Public Employees Retirement System of Ohio, as the case may be, and that the amount of the employee's contribution to the Police and Firemen's Disability and Pension Fund or the Public Employees Retirement System of Ohio, as the case may be, 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. In respect to the employee's contribution to the Public Employees Retirement System of Ohio, that contribution shall be the employee's contribution to the employee's savings fund defined at Section 145.47 O.R.C.

- 35.02 All permanent appointments as a police Lieutenant or Sergeant shall be for a probationary period of ninety (90) days. During such period, the Employer shall have the discretion to discipline, discharge or demote such employee(s) and any such action shall only be appealable through the grievance procedure contained herein. The Employer and the Union may agree to extend the probationary period for an employee on an individual basis.
- 35.03 The Employer shall cause a copy of any required test such as but not limited to psychological, polygraph, drug testing, to be delivered to the Bargaining Unit members upon execution of a release. Release forms to be provided by the Employer. A copy of said executed release form shall be maintained with the copy of the testing results at all times.
- 35.04 PERSONNEL FILES: Each employee and any F.O.P. staff representative may request to inspect his/her personnel file maintained by the Employer. The Employer may maintain only one such file. Inspection of the individual's personnel file shall be by scheduled appointment requested in writing or by phone call to the Employer or designee. Appointments shall be during the regular scheduled work hours of the administrative staff of the Employer. An employee shall be entitled to have a representative of his/her choice accompany him/her during such review. Any employee may copy documents in his/her official personnel file. Any representative of the FOP/OLC as designated in Article 3 of this Agreement may inspect the personnel file of any Bargaining Unit employee provided that the employee is present at the time of inspection, or upon written authorization including the signature of the employee.
- 35.05 If an unfavorable statement or notation is or is about to be placed in the official personnel file, the employee shall be given the right to place a statement of rebuttal or explanation in the file. No anonymous material of any type shall be included in the employee's official personnel file. All entries and copies of records pertaining to allegations or charges which are determined to be unfounded or the investigation of which results in the exoneration of the employee, shall be delivered to the employee.

ARTICLE 36 - DRUG TESTING

- 36.01 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.

- 36.02 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.
- 36.03 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.
- 36.04 Drug screening tests shall be given to employees to detect the illegal use of controlled substances as defined in Section 3619 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.

36.05 For 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 37 - DURATION OF AGREEMENT

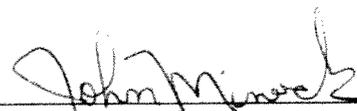
37.01 This Agreement is effective from August 1, 2011 through July 31, 2014. This Agreement shall continue from year to year unless a party to this Agreement gives sixty (60) days written notice of intent to negotiate a new Agreement. In the event such notice is given by a party, the procedures for negotiations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

Agreed to by the Parties this 14th day of November, 2011.

FOR THE FRATERNAL ORDER OF
POLICE OHIO LABOR COUNCIL, INC.



Chuck Choate, Senior Staff Representative



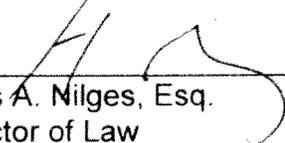
Union Representative

FOR THE CITY OF NORTH CANTON



Honorable David J. Held, Mayor

AS TO FORM ONLY:



Hans A. Nilges, Esq.
Director of Law

APPENDIX A - SCHEDULE OF BENEFITS
CITY OF NORTH CANTON
SCHEULE 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:

Network (PPO Providers):	
Per Individual	\$500.00
Per Family	\$1000.00
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 (<u>maximum of 12 visits per year</u>)	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: 4 th 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
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VISION CHARGE BENEFITS

Percentage Payable (\$15 co-pay then 100%)	100%
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Maximum Benefit Amount:

Per Person every 24 months	\$250
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Laser Eye Surgery (for covered employees only)	N/A
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STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): 11-MED-05-0824
EMPLOYEE ORGANIZATION,	}	(Lieutenants)
	}	
and,	}	
	}	
CITY OF NORTH CANTON,	}	
EMPLOYER.	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,



Tara M. Crawford
Paralegal
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

cc: Mr. Hans Nilges
hnilges@morrowmeyer.com