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2220-06  
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05/29/2013

AGREEMENT

BETWEEN

THE CITY OF NORTH CANTON

AND

THE NORTH CANTON PROFESSIONAL  
FIREFIGHTER AND PARAMEDIC  
ASSOCIATION

IAFF LOCAL 3489

SERB CASE 2012-MED-05-0569

Effective  
August 1, 2012 through July 31, 2015

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## **ARTICLE 1 PREAMBLE**

Section 1. This Agreement is hereby entered into by and between the City of North Canton, hereinafter referred to as the Employer, and the North Canton Professional Firefighter and Paramedic Association, IAFF Local 3489, hereinafter referred to as the Union.

## **ARTICLE 1A NON-DISCRIMINATION**

Section 1. 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.

Section 2. 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 AND INTENT**

Section 1. 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 which will have for its purposes, among others, the following:

- a) to recognize the legitimate interests of the employees of the Employer to participate in the determination of the terms and conditions 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**

Section 1. The City hereby recognizes the Union as 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 Paramedics, Firefighter/EMT/ Inspectors, and EMS Captains employed by the City of North Canton, excluding all part-time, seasonal, and exempt employees. All other employees of the Employer are excluded from the Bargaining Unit. Said recognition shall continue for a term as required by law.

## **ARTICLE 4 MANAGEMENT RIGHTS**

Section 1. 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 work force;
- g) Determine the overall mission of the employer as a unit of government;
- h) Effectively manage the work force; and,
- i) Take actions to carry out the mission of the public employer as a governmental unit.

Section 2. As policies procedures, guidelines, and SOGs are created, changed, or deleted they will be written and submitted down the chain of command. The written changes shall be reviewed by all Bargaining Unit members and signed and dated. After the last signature has been acquired the new procedure will go into effect after five (5) calendar days. The Bargaining Unit reserves the right to grieve the reasonableness of any policies, procedures, guidelines, and SOGs and will use the Grievance Procedure listed in Article 27 of this agreement.

In the event that a Bargaining Unit member is absent for an extended period of time due to an

injury, sick leave, military leave, maternity leave or any other circumstances that results in an extended leave the document will go into effect after five (5) calendar days after the last available Bargaining Unit member has signed. A signature will be required from the returning Bargaining Unit member when they return to work.

## **ARTICLE 5**

### **DUES DEDUCTION AND IAFF REPRESENTATION**

Section 1. During the term of this Agreement, the Employer shall deduct initiation fees, assessments, and regular Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. A copy of this form is attached to this Agreement as Appendix B.

- a. Pursuant to the authority of OHIO REVISED CODE 4117.09 (C), all members within the Bargaining Unit who are not members in good standing with the Union shall be required to pay a Fair Share Fee. The Union shall provide a list of such members to the City.
- b. The deduction of a Fair Share Fee by the City from the payroll check of said employee(s) and its payment to the Union is automatic and does not require the written authorization of the employee.
- c. The amount of this Fair Share Fee shall be equal to the amounts deducted from members of the Union as outlined in the following Section 2.

Section 2. The initiation fees, assessments, or dues so deducted shall be in the amount established by the Union from time to time in accordance with its Constitution and Bylaws. The Union shall certify to the Employer the amount due and owed from involved employees.

Section 3. The Employer shall deduct dues, initiation fees or assessments from each and every pay, or as established by the Union from time to time in accordance with its Constitution and Bylaws.

Section 4. A check in the amount of the total dues withheld from the employees, for a calendar month, shall be tendered to the Checking Account of the Union at the Bank or Credit Union specified by the Union within thirty (30) days from the last pay in that calendar month.

Section 5. The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under the Article and the Union shall indemnify the Employer for any such liabilities or damages that may arise, including reasonable attorney fees, in the event the City is sued as a result of implementing this Article.

Section 6. The parties recognize that it may be necessary for an IAFF Representative 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 or Officer in charge. 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.

Section 7. Members of the Negotiating Committee shall be allowed reasonable time off to participate in Collective Bargaining meetings with the employee, that are held during a member's regular working hours without loss of pay.

Section 8. IAFF Local 3489 Representatives shall be permitted to use up to forty-eight (48) hours annually as Union time. Said hours are to be used for training, meetings, and other official Union functions. Said hours are to be credited on January 1st of each year of this Agreement. The carryover of this Union leave time shall be capped at twenty-four (24) hours. The IAFF Local 3489 Representative shall advise the Chief a minimum of seven (7) days prior to using this Union time in order to avoid unnecessary overtime.

## **ARTICLE 6 HOURS OF WORK**

Section 1. Employees will be assigned either a forty (40) hour week consisting of five (5) consecutive eight (8) hour days, or four consecutive ten (10) hour days, at the discretion of the Fire Chief, or a work schedule wherein the employee works an average of fifty-three (53) hours per week in which the employee shall be scheduled to work shifts of twenty-four (24) consecutive hours followed by forty-eight (48) hours off duty. The Employer may establish one (1) or more additional Bargaining Unit positions assigned to work the "California Swing" schedule. A copy of this schedule is attached to this Agreement as Appendix C. Additionally, employees assigned to the "California Swing" schedule may be switched to the regular schedule in order to fill temporary vacancies of a long term nature. "Temporary vacancies of a long term nature" shall be defined as vacancies expected to last in excess of thirty (30) days. The Employer may assign the "California Swing" employee after the fourteenth (14) day. An employee assigned pursuant to this Section shall not forfeit previously scheduled vacation due to his/her changed assignment.

Section 2. The Parties further agree that assignment to the "California Swing" schedule will be based on seniority bidding.

Section 3. Employees assigned to work a forty (40) hour work week shall work a schedule designated by the Fire Chief between the hours of 7:00 am and 5:00 pm, Monday through Friday. They shall be entitled to one half (1/2) hour lunch period and two fifteen (15) minute breaks during their eight (8) hour shift.

Section 3a. Employees assigned to work a fifty-three (53) hour workweek shall commence work at 7:00 AM. They shall be entitled to a one (1) hour lunch period and a one (1) hour dinner period during their twenty-four (24) hour shift.

Section 4. Employees are required to remain available to perform duties as required during lunch

or dinner periods. The starting/stopping times for the lunch and dinner periods are to remain flexible and are to be taken as designated by the shift supervisor.

Section 5. Employees called back for emergency duty shall receive a minimum of two (2) hours pay, or in lieu thereof if not permitted to work the total of two (2) hours, at their rate pay as follows:

Call Backs: Firefighters and Paramedics may return for fire calls and assistance calls for EMS, or to perform other duties as requested by the Fire Chief. Call back assignments are considered as hours worked and will count toward overtime.

Section 6. Increments in any job classification shall follow the provisions of this Agreement

Section 7. Employees working beyond the conclusion of their normal shift shall receive compensation in quarter hour increments.

Section 8. Employees who work Sunday will receive one (1) bonus hour at straight time for each three (3) hours actually worked which will not be included in overtime calculations. Partial credit will not be given for less than three (3) hour increments. Sunday is defined as commencing at 7:00 A.M. Sunday and ending at 7:00 A.M. Monday.

## **ARTICLE 7 UNIFORMS**

Section 1. Employees shall receive an annual uniform allowance of \$1,000.00. The following terms and conditions shall be applicable to the uniform allowance:

- a) During the first year of employment, the employee shall be entitled to take the full uniform allowance any time during the year.
- b) During subsequent year of employment, the employee shall be entitled to receive the uniform allowance by January 20th.

Section 2. During the months of May, June, July, August and September, employees shall be permitted, at their discretion, and while on duty staffing the fire station or EMS building, to wear a golf-shirt pre-approved by the Fire Chief with blue station pants. With approval by the Fire Chief, a pre-approved t-shirt may be worn when performing custodial and lawn maintenance duties. The Fire Chief may require employees to wear more formal dress than is permitted by this Section 2 upon twenty-four hours notice.

## **ARTICLE 8 EDUCATIONAL BENEFITS**

Section 1. The Employer will provide reimbursement to 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.

Section 2. Reimbursement for expenses permitted are contingent upon appropriation of funds.

Section 3. 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 fund. 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.

Section 4. Under no circumstances will the employee be permitted to take educational course during the normal working hours without approval of the Chief and concurrence of the Director of Administration or Mayor.

## **ARTICLE 9 LONGEVITY PAY**

Section 1. Subject to Section 2, all employees shall receive longevity pay at the rate of seventy dollars (\$70.00) 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 30th of the year in which the longevity payment is made. Determination of longevity pay shall be from December 1st to November 30th. Any employee hired prior to August 1, 2003 shall receive longevity after completion of three (3) years at the above rate.

Section 2. Employees hired after August 1, 2012 shall not receive longevity pay.

## **ARTICLE 10 HOLIDAYS**

Section 1. The following paid holidays will be observed by Employees. On December 1, 2007 and every December 1<sup>st</sup> thereafter, all fifty-three (53) hour employees will be paid eighty-eight (88) hours at their regular rate of pay for the eleven (11) holidays listed below. Employees leaving employment with the City of North Canton prior to December 1<sup>st</sup> will have their Holiday pay pro-rated. All forty (40) hour employees will be paid at their regular rate of pay for eight (8) hours holiday pay.

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

Labor Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
Day Before or Day after Christmas Day  
Christmas Day

Section 2. Employees who work on a holiday will receive one (1) bonus hour at straight time for each six (6) hours actually worked, which will not be included in the overtime calculations. Holiday pay will not be included in the overtime calculation for fifty-three (53) hour employees but will be included in the overtime calculation for forty (40) hour employees. Partial credit will not be given for less than six (6) hour increments. Holidays are defined as commencing at 7:00 A.M. on days listed in Section 1 and ending at 7:00 A.M. on the following day.

Section 3. Employees not on a regular shift day who respond to an assistance alarm will not forfeit either their eight (8) hours holiday pay or the minimum two (2) hour assistance alarm pay.

## **ARTICLE 11 PERSONAL DAYS**

Section 1. Employees working a five (5) eight (8) hour day forty (40) hour work week shall receive sixteen (16) hours (two work days) personal time per year off work with compensation. Employees working a four (4) ten (10) hour day forty (40) hour work week shall receive twenty (20) hours (two work days) personal time per year. Such personal time is to be designated by the employee with the approval of the proper departmental authority. This time may be taken in one (1) hour increments.

Section 1a. Employees working a forty hour (40) week hired prior to July 1st will receive their full personal leave allowance (either sixteen hours or twenty hours) that year. An employee hired after July 1st and prior to September 1st will receive half their personal leave allowance (either eight hours or ten hours) that year. An employee hired after September 1st will receive none for that year. These days may be taken in one (1) hour increments.

Section 1b. Employees working a forty hour (40) week shall receive, in addition, a maximum of twenty-four (24) personal hours provided they have accrued a minimum of four hundred (400) hours sick leave with the City of North Canton. Such personal days to be charged to sick leave. These days may be taken in four (4) hour increments provided that four (4) hours are worked that day.

Section 2. Employees working twenty-four (24) hour shifts shall receive 48 hours of personal time per year off work with compensation; said personal days to be designated by the employee with the approval of the proper departmental authority. This time may be taken in eight (8) hour increments, subject to scheduling considerations.

Section 2a. An employee hired prior to July 1st will receive forty-eight (48) hours personal time that year. An employee hired after July 1st and prior to September 1st will receive 24 hours personal time that year and an employee hired after September 1st will receive none for that year.

Section 2b. Employees working a twenty-four (24) hour shift shall receive in addition, a maximum of 24 hours personal time providing they have accrued a minimum of 400 hours sick leave with the City of North Canton. Said personal time shall be charged to sick leave. These days may be taken in four (4) hour increments provided the remainder of the shift is worked that day, subject to scheduling considerations.

## **ARTICLE 12 SICK LEAVE**

Section 1. 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.

Section 2. All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours paid not to exceed one hundred twenty (120) hours per year for forty (40) hour employees; and six and fifteen-one-hundredths (6.15) per pay period not to exceed one hundred sixty (160) hours per year for fifty-three (53) hours employees, and may accumulate such sick leave to an unlimited amount.

Section 3. 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.

Section 4. Sick leave may be used in segments of not less than one-fourth (1/4) hour.

Section 5. 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, a forty (40) hour employee absent for more than three (3) consecutive work days, or a fifty-three (53) hour 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.

Section 6. 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.

Section 7. Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

Section 8. 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.

Section 9. 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, grandchildren, or minor over whom the employee is legal guardian.

Section 10. Upon the retirement of an employee hired before August 1, 2012, 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.

Section 11. Upon the retirement of an employee hired on or after August 1, 2012 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.

## **ARTICLE 13 VACATIONS**

Section 1. For the sole purpose of the application of this Article, all employees who were employed by the City of North Canton in a calendar year prior to January 1, 2003 shall be deemed to have a service date of January 1 in which their employment commenced.

Section 2. Employees working a forty (40) hour work week employed six (6) months through one (1) year by January 1 shall be granted paid vacation allowance of forty (40) hours in that calendar year of employment.

Section 2a. Employees working a forty (40) hour work week employed one (1) through four years by January 1 shall be granted a paid vacation allowance of eighty (80) hours in that calendar year of employment.

Section 2b. Employees working a forty (40) hour work week employed five (5) through nine (9) years by January 1 shall be granted a paid vacation allowance of one hundred twenty (120) hours in that calendar year of employment.

Section 2c. Employees working a forty (40) hour work week employed ten (10) through fourteen (14) years by January 1 shall be granted one hundred sixty (160) hours; fifteen (15) through nineteen (19) years by January 1 shall be granted two hundred (200) hours; twenty (20) years or more shall be granted two hundred forty (240) hours.

Section 2d. Employees working a forty (40) hour work week may carry over one hundred twenty (120) hours of paid vacation allowance the next calendar year. One hundred twenty (120) hours shall be the maximum amount of vacation time which may be carried over regardless of the year to which the allowance is attributable.

Section 3. Employees working a fifty-three (53) hour work week employed six (6) months through one (1) year by January 1 shall be granted a paid vacation of forty-eight (48) hours.

Section 3a. Employees working a fifty-three (53) hour work week employed one (1) through four (4) years by January 1 shall be granted a paid vacation of one hundred twenty (120) hours in that calendar year of employment.

Section 3b. Employees working a fifty-three (53) hour work week employed five (5) through nine (9) years by January 1 shall be granted a paid vacation allowance of one hundred sixty-eight

(168) hours in that calendar year of employment.

Section 3c. Employees working a fifty-three (53) hour work week employed ten (10) through fourteen (14) years by January 1 shall be granted a paid vacation allowance of two hundred forty (240) hours; fifteen (15) through nineteen (19) years by January 1 shall be granted two hundred eighty-eight (288) hours; twenty (20) years or more shall be granted three hundred sixty (360) hours of paid vacation allowance in that calendar year of employment.

Section 3d. Employees working a fifty-three (53) hour work week may carry over one hundred sixty-eight (168) hours of paid vacation allowance to the next calendar year. One hundred sixty-eight (168) hours shall be the maximum amount of vacation time which may be carried over regardless of the year to which the allowance is attributable.

Section 4. Paid vacation allowance will be based on individual vacation days. Vacation time may not be taken in less than four (4) hour increments for 40 hour work week employees and twelve (12) hour increments for 53 hour week employees.

Section 5. All vacation allowances shall be granted at a time approved by the department head and with concurrence of the Director of Administration. A vacation schedule based on the seniority standing of forty (40) and fifty-three (53) hour 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.

Section 6. An extra day of paid vacation allowance will be permitted for all paid holidays falling within a selected vacation period.

Section 7. 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>.

Section 8. The vacation and EDO schedule for the year shall be completed on or before December 15 of the preceding year.

## **ARTICLE 14 MILITARY LEAVE**

Section 1. Military leave shall be granted in accordance with all federal and state laws and specifically O.R.C. 5923.03.

## **ARTICLE 15 DISABILITY PAY**

Section 1. 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 the City shall pay.

## **ARTICLE 16 FUNERAL LEAVE**

Section 1. Twenty-four (24) hours 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, step-father, step-children, grandchild or grandparent-in-law.

Section 1a. With permission of the Fire Chief and the concurrence of the Director of Administration, a 40-hour employee may be allowed eight (8) hours for funeral other than that of a relative. Said time off shall not be charged against sick leave or vacation allowance, but shall be leave with pay.

Section 2. With permission of the Fire Chief and the concurrence of the Director of Administration, a 53-hour employee may be allowed a maximum of twenty-four (24) hours for a funeral other than that of a relative. Said time off shall not be charged against sick leave or vacation allowance, but shall be leave with pay.

## **ARTICLE 17 HOSPITALIZATION & MAJOR MEDICAL INSURANCE, DENTAL, OPTICAL, & PRESCRIPTION DRUG PROGRAM**

Section 1. 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.

Section 2. Effective January 1, 2010, 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.

Section 3. The Employer shall adopt a standardized PPO benefit plan with network/non-network deductible and coinsurance as follows:

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.

Section 4. 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.

Section 5. 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.

Section 6. 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.

Section 7. 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 18 LIFE INSURANCE**

Section 1. Employees 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 19 VACCINATIONS & IMMUNIZATIONS**

Section 1. Employees shall be entitled to vaccinations and immunizations to include, but not limited to hepatitis, tuberculosis, flu of any type, any future medication for the prevention of AIDS. These shall be given at recommended intervals to keep current. Additional vaccinations and immunizations as approved by the City Administrator and the Fire Chief shall be included. All costs shall be paid for by the City.

## **ARTICLE 20**

### **INSURANCE & SICK LEAVE EFFECTIVE DATES**

Section 1. 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 21**

### **PROBATIONARY PERIOD**

Section 1. All permanent appointments to any Bargaining Unit position herein shall be for a probationary period of twelve (12) months. During such period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Commission. The Employer and the Union may mutually agree to extend the probationary period for an employee on an individual basis.

## **ARTICLE 22**

### **JURY DUTY LEAVE**

Section 1. 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 employee's work schedule.

Section 2. It is understood that Paid Jury Duty Leave will not exceed 80 hours per calendar year without approval of 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 23**

### **MATERNITY LEAVE**

Section 1. Maternity leave shall include pregnancy, childbirth and related medical conditions.

Section 2. 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:

- a) Length of Leave. Leave 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 180 days. Such leave shall not include time being requested for the purpose 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 employees position due to pregnancy, childbirth or related medical conditions.

- c) 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 employee's 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 1 of this rule.
- d) Service Credit. Authorized leave 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 absence for maternity leave purposes, without pay, the employee shall be returned to the same or similar position within the employees former classification.
- g) Failure to Return. An employee who fails to return to duty upon completion or valid cancellation of a leave of absence without pay and without explanation to the Director of Administration or his 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 from 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 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 24**

### **CERTIFICATION & TRAINING**

Section 1. Mandatory or required training hours necessary to maintain state certification or department requirements, shall be paid at straight time and be included in the calculation for overtime.

Section 2. The Parties agree to submit the issues of cross-training paramedics and all related matters including, but not limited to, scheduling hours of work to a Labor Management Committee for further negotiations at any time when requested by either party during the term of this Agreement. During these negotiations the City will consider in good-faith the Union's

proposals to provide certain reimbursements and stipends for cross-training of current employees. If, at any time, the Parties reach an impasse in these discussions, either party may invoke the impasse resolution procedures contained in R.C. 4117.14. The Parties expressly acknowledge and agree that such negotiations and impasse resolution procedures may result in a mid-term change in the terms and conditions of this Agreement.

## **ARTICLE 25 OVERTIME PAY**

Section 1. Pursuant to 29 U.S.C. §207 (g)(2), employees perform two or more different kinds of work, i.e., Paramedic, Firefighter, Fire Inspector, and Emergency Medical Technician. Pursuant to this Agreement there exists two (2) different rates of pay, one rate of pay for Fire Inspector and one rate of pay for Paramedic, Firefighter and Emergency Medical Technician.

Section 2. When an employee is performing the Fire Inspector job duties, he/she shall be entitled to time and one-half at the applicable rate for a Fire Inspector for all work performed as a fire inspector over forty (40) hours in any week.

Section 3. When a forty (40) hour employee (Fire Inspector) works in a single work week, on an overtime basis, as a Paramedic, Emergency Medical Technician or Firefighter, he/she shall be paid at his/her forty (40) hour rate of pay for all hours up to fifty-three (53) hours in a single work week. Aggregate hours worked in excess of fifty-three (53) hours in a single workweek shall be compensated at time and one-half of the employee's base forty (40) hour rate. Holiday hours and vacation shall count as hours worked for the calculation of overtime eligibility. No other paid time off shall be counted or used in the calculation of the overtime rate for purposes of computing overtime.

Section 4. To the extent permitted by law, the parties agree to utilize the exemption permitted for public sector fire department employees commonly known as the Section 207k exemption under the Fair Labor Standards Act.

Section 5. For the purposes of computing overtime pay, fifty-three (53) hour employees, shall be paid at their overtime rate for hours worked in excess of such employees usual work schedule as set forth in Article 6, Section 1 and Article 6, Section 3a. Holiday hours, with the exception of the eighty-eight (88) hours paid under Article 10, Section 1, and vacation shall count for the calculation of overtime eligibility. No other paid time off shall be counted or used in the calculation of the overtime rate for purposes of computing overtime.

### Section 6. Procedure to Fill Vacancies

Management will fill full-time vacancies with any available part-time EMT-Paramedics and/or part-time EMT-Basics. Each shift should have at least two EMT-Paramedics, one of which must be a full-time EMT-Paramedic. Part-time EMT-Paramedics and Basics must have six (6) months experience as a paramedic or basic and have three (3) months experience with the North Canton Fire Department to be eligible. If sufficient part-time EMT-Paramedics and EMT-Basics are not available, full-time EMT-Paramedics will be called in based upon the below listed procedures through Section 7 of this Article.

Overtime shifts cannot result in Full-time Medics working more than forty-eight (48) consecutive hours of on-duty time. A 12-hour minimum time off is required before returning to work. No full time personnel shall be charged more than twenty-four (24) hours on any given date.

Vacancies will be filled from the Over-Time Logbook (OT Log) beginning a maximum of three weeks from the time needed. Generally, these shifts will be offered in 12-hour increments but may vary due to sudden illness, injury, personal time or other unforeseen situations resulting in openings of indeterminate duration. A running total of hours offered to each person will be maintained in the OT Log to establish the order that calls are made during the year. Contact will be made by pager and a primary phone number (regular or cellular). The phone numbers will be kept in the OT Log Book.

**There will be no charge to the OT Log if you are offered time during your vacation, personal day or EDO and refuse it. You may not accept time on your own individual vacation or personal day but you may choose to work shifts before or after. You are allowed to work hours on your EDO. Any hours actually worked during this time will be added to the log.**

Section 6a. Fill Procedure for 8 days or more

Contact will be made according to the established list to fill this opening. Each Medic and eligible part-time paramedic will be contacted by phone and pager. The time offered will be automatically added to the OT Log Book. You have four (4) hours to respond. After four (4) hours, the time will be offered to the next person in line. If the opening cannot be filled by this method it will be offered to part-time paramedics in order of seniority. If the opening cannot be filled using the above methods, the mandatory shift assignment procedure will be used.

Section 6b. Fill Procedure for more than 24 hours and less than 8 days

Contact will be made according to the established list to fill this opening. Each Medic and eligible part-time paramedic will be called by phone and pager. The time offered will automatically be added to your OT Log. You have two (2) hours to respond. After two (2) hours, the time will be offered to the next person in line. If the opening cannot be filled by this method it will be offered to part-time paramedics in order of seniority. If the opening cannot be filled using the above methods, the mandatory shift assignment procedure will be used.

Section 6c. Fill Procedure for 24 hours or less notice

Contact will be made according to the established list to fill this opening. The AM shift will be filled first. Each Medic and part-time paramedic will be called by phone and if there is no answer, the next person in line will be contacted immediately. You may accept or refuse the hours offered. If you refuse the hours, they will not be added to your OT Log. If the opening cannot be filled by this method it will be offered to part-time paramedics in order of seniority. Personnel who accept the shift will have a maximum of two (2) hours to respond to work. If the opening cannot be filled by any of the above methods, the mandatory shift assignment procedure will be used.

Section 6d. Fill Procedure for the Primary Ambulance

This procedure shall only be used to fill one (1) person on the Primary Ambulance when no part-time personnel are scheduled. The pager will be used exclusively for this section as the means of

communication and fill will be on a first-come first-serve basis, except list item #4. After each page you will have thirty (30) minutes to respond. The earliest start time for this procedure will be at 1700 hours on the eve of the affected shift. All offered time must be taken in its entirety.

The procedure is as follows:

Any Part-time EMT – P, EMT – I or EMT – B will be offered the time

Full-time staff will be offered overtime and must be at the station

Part-time staff will be offered paid standby time

Section 6e. Mandatory Shift assignment procedure

A mandatory shift assignment procedure will be used if a vacancy in the regular full-time paramedic shift schedule cannot be filled using the procedures listed above.

A separate list will be maintained in the OT Log book for mandatory shift assignment. The list will reverse the order of seniority for full-time staff and will not include part-time paramedics. Once a mandatory shift has been filled, any full-time Medic or eligible part-time paramedic may offer to assist in filling any part or all of the time. If the shift is split between Medics, the hours actually worked by an individual will be credited against the full-time employee's mandatory shift log and their regular accumulated time sheet. This entry will not reflect a duplicate charge of hours for the mandatory shift and the initial refusal. In the case of an eligible part-time paramedic, the hours will be added to their regular accumulated time sheet.

Section 6f. Mandatory Shift with more than 3 days notice

**Mandatory shifts occurring with more than 3 days notice will be assigned to the Medic with the lowest seniority and number of hours in the log. Notification will be by phone and pager.**

Section 6g. Mandatory Shift with less than 3 days notice

The Medic with the lowest seniority and total hours in the mandatory log who can be contacted directly by phone or in person due to the limited time frame will be assigned the shift. This may not be the Medic with the lowest accumulated hours in the mandatory log.

Section 6h. Exclusion from Mandatory Shift assignments

Full-time Medics who are on vacation, personal days, EDO and sick leave cannot be assigned mandatory shifts occurring during their time off. Trades extending vacation, personal days and an EDO that provide continuous time-off will also be included in this exclusion. This time starts at the conclusion of the last shift day before time-off begins and continues until the first day back to work.

Section 6i. Maximum scheduled time off

There will be a maximum of 96 hours per week allotted for any scheduled time off. This includes vacation, personal time and EDO's. No more than two personnel will be offered scheduled time off per shift.

Section 6j. Calling personnel while on Sick Leave

You may be called while you are on sick leave and offered time for shifts that will occur after your return to work date. The procedures and time frames listed above will determine whether the hours are added to the OT Log.

Section 6k. Calling personnel while off on Vacation or Personal Time

The standard filling of shift process will be followed to fill openings on the full time schedule, and the same time to respond limits shall be used. You will be charged accordingly in the OT log if you do not respond, UNLESS you leave a note in the book informing the person responsible for filling the shift other directives that you may have while you are out of town.

Section 7. When a vacancy occurs that involves on-duty full time, fifty-three (53) hour employees, of more than one (1) hour, but less than four (4) during a regular business day (Monday through Friday from 7:00 am to 5:00 pm, not including holidays), the Chief of the department may assign an on-duty (40) hour employee to that time period. The assigned employee must carry the same certifications as the employee being replaced. Such time is to be considered as part of the normal 40-hour work week for the Firefighter/EMT/Inspector and not part of the time worked toward the 53-hour week of a paramedic.

Section 8. Any Bargaining Unit employee may request to accumulate compensatory time off in lieu of receiving overtime pay for any overtime worked. Compensatory time will be accumulated on a time and one-half (1 1/2) basis for each hour of 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 no more than twenty four (24) hours of compensatory time at one time. Compensatory time off will be scheduled at a time mutually agreeable to both the Employer and employee.

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

## **ARTICLE 26 PENSION PICKUP**

Section 1. Any employee who is a member of the Ohio Police and Fire Pension Fund (OP&F) shall have his or her compensation reduced by an amount equivalent to that employee's contribution to the employee's savings fund as defined in Sections 742.01 and 742.14 of the OHIO REVISED CODE and that the amount of the said employee's contribution to the OP&F be paid by the City of North Canton on behalf of the employee. The amount of the contribution so paid on behalf of the employee shall toll in the calculation of pensions and other benefits and is subject to City of North Canton Income Tax. The employee is not given the option of choosing to receive said amounts directly instead of having them paid directly to the (OP&F).

Section 2. Any employee who is a member of the Ohio Public Employees Retirement System (OPERS) shall have his or her compensation reduced by an amount equivalent to that employee's savings fund as defined at Section 145.47 of the OHIO REVISED CODE of the OPERS and that amount of said employee's contribution to the OPERS be paid by the City of North Canton on

behalf of the employee. The amount of the contribution so paid on behalf of the employee shall toll in the calculation of pension and other benefits and is subject to the City of North Canton Income Tax. The employee is not given the option of choosing to receive said amounts directly instead of having them paid directly to the OPERS.

## **ARTICLE 27**

### **GRIEVANCE PROCEDURE**

Section 1. 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.

Section 2. 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, or 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.

Section 3. 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 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 limit, the grievance shall automatically proceed to the next step.
- e) 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.

Section 4. 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 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 the grievance to his/her supervisor within 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 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 in Step 3, the grievant may appeal the grievance pursuant to the Civil Service Commission Rules & Regulations.

## **ARTICLE 28**

### **ARBITRATION PROCEDURE**

Section 1. In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within 10 days after the rendering of the decision at Step 3, the Union may submit the grievance to arbitration. The parties will promptly select an arbitrator from the panel of arbitrators herein contained, and the parties will choose one by the alternate strike method.

Section 2. 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 violate any of the terms and conditions of this Agreement.

Section 3. The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

Section 4. 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.

Section 5. 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.

Section 6. The arbitrator's decision and award will be in writing and delivered within 30 days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

Section 7. The panel of Arbitrators for utilization in this procedure are as follows: 1) David Pincus; 2) Robert Stein; 3) James Mancini; 4) Joseph Gardner; 5) Anna Duval Smith.

## ARTICLE 29 WAGE SCALE

Section 1. All employees shall be paid in accordance with the following schedule:

40 Hour Employees Fire Inspector/EMT	
Start	\$22.11
1 Year	\$23.48
18 Months	\$24.83
4 Years	\$26.20
Top Rate Annual	\$54,496
53 Hour Paramedic	
Start	\$18.62
1 Year	\$19.00
18 Months	\$19.37
4 Years	\$19.79
Top Rate Annual	\$54,541
53 hr per week Captain	
	\$22.57
Top Rate Annual	\$62,202

Section 2. The hourly rates stated above shall be paid pursuant to 29 U.S.C. 207 (g)(2) and 29 C.F.R. § 778.419 for the type of work that is being performed.

Section 3. With regard to promotions to positions above the rank of Paramedic or Inspector/Firefighter, the promotions 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.

Section 4. When a Captain is off Duty on an authorized leave and a Paramedic is assigned to the responsibilities of the Captain's position, that Paramedic shall be remunerated at the hourly rate for the Captain.

Section 5. If during the life of this Agreement the Employer wishes to establish the use of a new rank or position, the parties shall meet to determine whether or not such rank or position is to be included in the Bargaining Unit. In the event the parties are unable to reach an agreement, the dispute will be submitted to the State Employment Relations Board (SERB) for final disposition. If the new rank or position is to be included in the Bargaining Unit, the parties shall meet to negotiate wages, hours, terms and other conditions of said position.

Section 6. All employees hired on or before August 1, 2012 obtaining and/or maintaining minimum applicable continuing education requirements for their position shall receive in 2012 and 2013 a \$500 stipend payable in the first half of December.

Section 7. The Parties agree to re-open collective bargaining negotiations as to wages in January 2014 for the contract year beginning August 1, 2014 and ending July 31, 2015. If at any time the Parties reach an impasse in these discussions, either party may invoke the impasse resolution procedures contained in R.C. 4117.14. The Parties expressly acknowledge and agree that such negotiations and impasse resolution procedures may result in a mid-term change in the terms and conditions of this Agreement.

## **ARTICLE 30**

### **DRUG TESTING PROCEDURE**

Section 1. 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.

Section 2. 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.

Section 3. 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 spectrophotometry procedure (GS-MS), or any approved subsequent state-of-the-art confirmatory test.

Section 4. 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.

Section 5. 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 31 DISCIPLINARY PROCEDURE

Section 1. Employees Covered By Procedure. This procedure shall apply to all non-probationary Bargaining Unit employees.

Section 2. Just Cause. Discipline shall be imposed only for just cause.

Section 3. Suspension Pending Investigation. An employee may be suspended with pay at any time during the disciplinary procedure at the sole discretion of the Employer.

Section 4. Notice Of Pending Disciplinary Action. The specific act(s) for which discipline is being considered shall be specified in writing in the Notice of Pending Disciplinary Action to the employee. The notice shall contain a reference to dates, times and places if possible.

Section 5. Pre-Disciplinary Meeting. Where the Employer seeks as a penalty the imposition of a suspension without pay, demotion, reduction in rank and/or termination, the Notice of Pre-Disciplinary Meeting shall be served on the employee a minimum of five (5) days and a maximum of ten (10) days prior to the Pre-Disciplinary Meeting. The Parties may extend this five (5) day to ten (10) day notice of Pre-Disciplinary Meeting by mutual consent. The Notice of Pre-Disciplinary Meeting shall be accompanied by a written statement that includes:

- a) the date and time of the pre-disciplinary meeting;
- b) the employee has a right to object by filing a grievance within five (5) working days of receipt of the Notice of Disciplinary Action;
- c) the grievance procedure provides for a hearing by an independent arbitrator as its final step; and,
- d) the employee is entitled to representation as provided in Section 6(A).

Section 6. Rights During Disciplinary Actions. Employees have the following rights when involved in discipline:

- a) Representation. An employee shall be entitled to representation by a Union representative and/or an attorney, at the employee's expense, at any time after the employee receives the Notice of Pending Disciplinary Action. If the employee chooses to secure representation by an attorney or declines Union representation, the employee shall execute a "Waiver of Representative" form found at Appendix DE of this Agreement and forward such form to the Union.
- b) Criminal Investigation. If an employee is questioned as a suspect in any investigation of a known pending criminal charge, such employee shall be advised of the appropriate constitutional rights prior to questioning.

- c) Recording Devices. No recording device, stenographic or other record shall be used during questioning unless the employee is advised in advance. If the questioning is recorded, the employee may request a transcript at the employee's expense. The employee will be supplied a copy of the record at least fifteen (15) working days prior to the date of arbitration. The cost of the transcript will be borne by the party requesting the copy of the transcript.

Section 7. Employee's Response. If an employee receives the notice provided in Section 4, such employee shall have five (5) working days to respond to such allegations if the employee so chooses. The employee may waive this right to respond, in writing.

Section 8. Notice of Disciplinary Action. Upon the conclusion of the Pre-Disciplinary Meeting, if the Employer believes that just cause exists, discipline shall be imposed. The affected employee and the IAFF shall be notified in writing of the discipline to be imposed within ten (10) days of the conclusion of the Pre-Disciplinary Meeting. This ten (10) day period for the Employer's response may be extended by mutual agreement of the Parties. The employee may file a grievance at Step 3 of the grievance procedure within five (5) working days following the day the employee receives the Notice of Disciplinary Action. Nothing contained herein shall prohibit the Employer and the employee from mutually agreeing to informally meet to attempt to resolve the issue during the ten (10) day period described herein. A suspension without pay and/or termination of an employee shall only be imposed concurrent with or subsequent to the Employer's decision at Step 3 of the grievance procedure.

Section 9. Resignation. An employee may resign at any time following the receipt of the Notice of Pending Disciplinary Action provided in Section 5. Any such resignation will be processed in accordance with the Employer's rules and regulations, and the employee's employment shall be terminated.

Section 10. Failure To Appeal. Failure to file a Step 3 grievance within the above time limit shall be construed as an agreement to the disciplinary action by the affected employee and the Union. All subsequent appeal rights shall be deemed waived.

Section 11. Settlement. A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to representation as provided in Section 6(A). A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.

Section 12. Records of Discipline. Records of disciplinary action shall cease to have force and effect to be considered in future discipline matters according to the following schedule:

Instruction and Cautioning	Six (6) Months
Written Warning	Twelve (12) Months
Suspension	Twenty-Four (24) Months

## **ARTICLE 32 LAYOFF PROCEDURE**

Section 1. Layoff of full-time Bargaining Unit members shall be made in the inverse order of seniority, i.e., the most recently hired fire fighter and/or paramedic and/or inspector shall be laid off first. Recall shall be made in order of seniority, i.e., the most senior fire fighter and/or paramedic and/or inspector by date of hire who is on layoff and subject to recall shall be recalled first. However, a more senior fire fighter and/or paramedic and/or inspector may choose to take a layoff in lieu of a less senior fire fighter and/or paramedic and/or inspector. Part-time and/or seasonal workers shall be laid off before full-time Bargaining Unit members. Any firefighter and/or paramedic and/or inspector laid off for economic reasons shall have indefinite recall rights.

## **ARTICLE 33 LABOR MANAGEMENT COMMITTEE**

Section 1. A Labor Management committee consisting of up to three (3) members of Management, and up to three (3) members of the Union may meet at least each quarter for the purpose of discussing matters of mutual concern. Any member of the committee may put an item(s) on the agenda at least seven (7) calendar days in advance of the meeting. When such meetings take place at a time when Union members are scheduled to be on duty, the Union's members shall be granted leave from duty with pay for attendance at such meetings, but only for the hours they would otherwise have worked on their regular schedule. When such leave from duty will create a shortage of full time personnel on duty in which case leave will no be granted and other mutually agreeable arrangements will be made.

## **ARTICLE 34 DURATION OF AGREEMENT**

Section 1. This Agreement is effective from August 1, 2012 through July 31, 2015. 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. The Parties further agree that during the term of this Agreement there shall be no residency requirement for Bargaining Unit members.

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 ..... \$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..... Calendar Year Maximum: 120 days	90%	70% R&C
Private Duty Nursing ..... Calendar Year Maximum: 120 days	90%	70% R&C
Home Health Care ..... Calendar Year Maximum: 100 visits	90%	70% R&C
Hospice Care ..... Lifetime Maximum: 180 days	90%	70% R&C
Transplants .....	90%	70% R&C
Mental/Nervous Disorders		
Inpatient .....	90%	70% R&C
Outpatient ..... Calendar Year Maximum: 12 visits combined w/Alcohol & Substance Abuse	90%	70% R&C
Alcohol & Substance Abuse		
Inpatient ..... Lifetime Maximum: 15 days	90%	70% R&C
Outpatient ..... Calendar Year Maximum: 12 visits combined w/Alcohol & Substance Abuse)	90%	70% R&C
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 <sup>th</sup> 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
Laser Eye Surgery (for covered employees only) .....	N/A

**APPENDIX B**  
**PAYROLL DEDUCTION AUTHORIZATION**

I, hereby authorize the Finance Director of the City of North Canton, Ohio, to withhold association dues from Each pay in the amount of **dollars.** (\$ \_\_\_\_\_).

I hereby reserve the right to revoke this authorization upon written notice by certified mail to the Director of Finance of the City of North Canton, and to the North Canton Professional Paramedics Association, IAFF Local 3489.

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

Sworn to and subscribed in my presence by this \_\_\_\_\_ day of \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

(Seal)

**APPENDIX C  
NORTH CANTON / IAFF LOCAL 3489 "CALIFORNIA SWING" SCHEDULE**

WEEK #	MON	TUE	WED	THUR	FRI	SAT	SUN	HOURS per WEEK	HOURS CUMMULATIVE	
1	24	0	24	0	24	0	0	72	72	
2	0	0	24	0	24	0	24	72	144	
3	0	0	0	0	24	0	24	48	192	
4	0	24	0	0	0	0	24	48	240	
5	0	24	0	24	0	0	0	48	288	
6	0	24	0	0	0	24	0	48	336	
7	0	0	0	24	0	24	0	48	384	
8	24	0	0	0	0	24	0	48	432	
9	24	0	24	0	0	0	0	48	480	
10	24	0	24	0	24	0	0	72	552	
11	0	0	24	0	24	0	24	72	624	
12	0	0	0	0	24	0	24	48	672	
13	0	24	0	0	0	0	24	48	720	
14	0	24	0	24	0	0	0	48	768	
15	0	24	0	0	0	24	0	48	816	
16	0	0	0	24	0	24	0	48	864	
17	24	0	0	0	0	24	0	48	912	
18	24	0	24	0	0	0	0	48	960	
19	24	0	24	0	24	0	0	72	1032	
20	0	0	24	0	24	0	24	72	1104	
21	0	0	0	0	24	0	24	48	1152	
22	0	24	0	0	0	0	24	48	1200	
23	0	24	0	24	0	0	0	48	1248	
24	0	24	0	0	0	24	0	48	1296	
25	0	0	0	24	0	24	0	48	1344	
26	24	0	0	0	0	24	0	48	1392	
27	24	0	24	0	0	0	0	48	1440	
28	24	0	24	0	24	0	0	72	1512	
29	0	0	24	0	24	0	24	72	1584	
30	0	0	0	0	24	0	24	48	1632	
31	0	24	0	0	0	0	24	48	1680	
32	0	24	0	24	0	0	0	48	1728	
33	0	24	0	0	0	24	0	48	1776	
34	0	0	0	24	0	24	0	48	1824	
35	24	0	0	0	0	24	0	48	1872	
36	24	0	24	0	0	0	0	48	1920	
37	24	0	24	0	24	0	0	72	1992	
38	0	0	24	0	24	0	24	72	2064	
39	0	0	0	0	24	0	24	48	2112	
40	0	24	0	0	0	0	24	48	2160	
41	0	24	0	24	0	0	0	48	2208	
42	0	24	0	0	0	24	0	48	2256	
43	0	0	0	24	0	24	0	48	2304	
44	24	0	0	0	0	24	0	48	2352	
45	24	0	24	0	0	0	0	48	2400	
46	24	0	24	0	24	0	0	72	2472	
47	0	0	24	0	24	0	24	72	2544	
48	0	0	0	0	24	0	24	48	2592	
49	0	24	0	0	0	0	24	48	2640	
50	0	24	0	24	0	0	0	48	2688	
51	0	24	0	0	0	24	0	48	2736	
52	0	0	0	24	0	24	0	48	2784	
<b>ANNUAL DAYS and HOURS</b>							>>>>>>>>>>		116	2784

AREAS SHADED ARE SCHEDULED DAYS @ 24 HOURS per TOUR of DUTY. DOES NOT INCLUDE ONE (1) KELLY DAY

**APPENDIX D  
WAIVER OF REPRESENTATIVE**

I, \_\_\_\_\_ (please print name), hereby acknowledge that I have been advised of my rights as they pertain to impending disciplinary action that may be taken against me, and that I hereby execute this waiver of my own free will absent any coercion by anyone involved.

I unqualifiedly waive my right to representation by the Union and will hold them harmless and without responsibility to any resultant action that may or may not result from my decision to secure outside legal counsel or in representing myself before my Employer in this action.

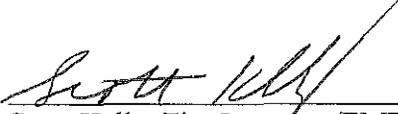
\_\_\_\_\_  
Signature

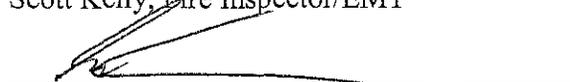
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witnessed By:  
  
\_\_\_\_\_  
  
\_\_\_\_\_

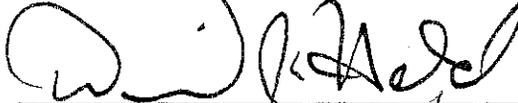
Agreed to by the Parties this 4 day of SEPTEMBER, 2012.

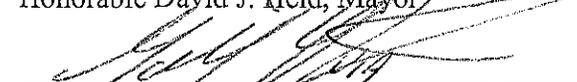
FOR IAFF LOCAL 3489

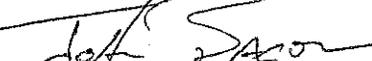
  
\_\_\_\_\_  
Scott Kelly, Fire Inspector/EMT

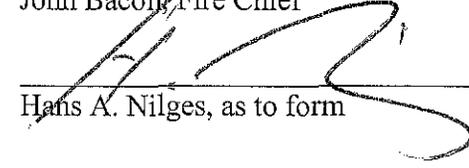
  
\_\_\_\_\_  
Drew Cramer, Paramedic

FOR THE CITY OF NORTH CANTON

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

  
\_\_\_\_\_  
Michael Grimes, City Administrator

  
\_\_\_\_\_  
John Bacon, Fire Chief

  
\_\_\_\_\_  
Hans A. Nilges, as to form

# RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. 80-12

Passed August 27, 20 12

8/22/12-gmk  
(Personnel & Safety)

## Ordinance No. 80-12

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 North Canton Professional Firefighter and Paramedic Association, IAFF Local 3489, 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 North Canton Professional Firefighter and Paramedic Association, IAFF Local 3489.

Section 2. 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 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.

North Canton, OH  
Passed: 8/27/12

  
MAYOR

SIGNED: 8/27, 2012

ATTEST:

  
CLERK OF COUNCIL