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COLLECTIVE BARGAINING AGREEMENT

between

THE CITY OF NORTH CANTON

and

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.
(FOP-OLC)

POLICE LIEUTENANTS
AND SERGEANTS

SERB CASE # 2014-MED-05-0767

EFFECTIVE: January 1, 2015
EXPIRES: December 31, 2017

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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 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 R.C. 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 includes, but is 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, the employee shall be advised that the 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 the employee has a recording device available and it does not delay the investigation. The Employer may have a transcript of such recording at the Employer's expense.
- 7.04 Prior to any questioning, the Employer will inform the Employee of the nature of the investigation and if the Employer considers the Employee to be a witness or the subject of an investigation.
- 7.05 An employee may request an opportunity to review its personnel file, add memoranda to the file clarifying any documents contained in the file, and he/she may have a Union representative present when reviewing the 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 that 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 that may involve the employee's 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 affected employee whom the complaint has been filed against, ~~when such~~ when the Employer notifies the employee of the investigation. An employee will be notified of any requests by civilians to view the employee's personnel file by those other than the Employer's representatives. Such notifications shall be provided within 24 hours of any such requests.
- 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 and 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 a 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 Employer's facilities for membership or other meetings and shall be permitted to use the Employer's 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 without the loss of pay, if held during a member's regular working hours.
- 9.03 The Employer authorizes 48 hours of Union time to be used for training, meetings, and other official Union functions. Union 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 procedures described herein. 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. This 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, 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.
- 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; 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 or 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 contained herein contained.

ARTICLE 11 - ARBITRATION PROCEDURE

11.01 In the event a grievance is unresolved after being processed through all steps of the above grievance procedures, 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, ancestry, national origin, age, sex, military status, 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 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 employees 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 a bargaining unit member's first choice of steady shift is not available, he will be assigned his second choice if possible. If the Bargaining Unit Member's second choice of steady shift is not available, he will be assigned its his/her third choice if possible. If that employee's 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 Employee 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. The Employer 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 Chief of Police's approval.
- 16.02 Employees called out for duty shall receive a minimum of two (2) hours work or two (2) hours pay, 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 their hourly rate of pay for hours worked on Sunday. In addition, each officer shall receive four (4) hours of compensatory time for each full Sunday shift worked. The compensatory time shall be held in a Compensatory Time Bank and paid once each quarter in cash.
- 16.05 Prior to a Non-bargaining Unit Member being made OIC Officer in Charge for a full shift, a 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	Labor Day
Martin Luther King Day	Thanksgiving Day
Presidents Day	Friday after Thanksgiving Day
Good Friday	Day before Christmas
Memorial Day	Christmas Day
July 4th	

- 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. Compensatory time must be taken consistent with any applicable state and federal regulations.
- 17.04 If any of the aforementioned holidays should fall on 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 state or federal regulations.
- 17.05 Accumulation of compensatory time shall have a maximum of sixty (60) hours accumulation at any one 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 resigns, retires, or is 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 the employee 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 workdays 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 is submitted or upon the result request of a 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 Paid Jury Duty Leave will not exceed eighty (80) hours per calendar year without Employer's approval. 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 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 childcare 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 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 .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 All Classified civil service employees of the Police Department, because of the nature of the work to be performed requires that 24 hour service be maintained seven (7) days per week, shall be eligible to receive two (2) personal days. All employees shall be able to work on a designated personal day at their usual hourly rate of pay. The employee must inform the Chief of Police or his designee at least forty-eight (48) hours in advance of the intention to use a personal day. Permission to use the personal days shall not be unreasonably denied. All personal days must be used in the year in which they are accrued.
- 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 January 1st of each year of this Agreement, there shall be established a rank differential for all Union members-of the Bargaining Unit. The rank differential for Lieutenants will be set at 18.2%

above a fourth-year Patrolmen's base salary below in subsections (a), (b) and (c) for non-probationary Union Lieutenants of the Union Bargaining Unit. A rank differential of 17.0% is above a fourth-year Patrolmen's base salary shall be established for all Lieutenants in probationary status. The rank differential for Sergeants will be set at 10% above the sum of 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 probationary status.

- 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. An increase in the current monetary benefit(s) patrolmen or a new monetary benefit is granted to 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.

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 Each full-time employee included in the above rate schedule, and so employed on the date of the execution of this Agreement, shall receive a one-time payment of \$450.00 within one month of its execution.

ARTICLE 27 - LONGEVITY PAY

27.01 Subject to Article 27.02, Employees shall receive a longevity pay at the rate of seventy dollars (\$70.00) dollars per year of full-time employment with the Employer. Annual longevity payments shall be made during the first half 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 30 of the year in which the longevity payment is made.

27.02 Employees hired 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. During subsequent years of employment, shall be entitled to receive the uniform allowance 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 no 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 is 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 employee's 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 below effective with the December 2014 plan renewal. Other plan design features are set forth below.
- 30.02 Bargaining Unit members shall contribute via payroll deduction eleven percent (11%) 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:

CITY OF NORTH CANTON EFFECTIVE 12/01/14
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Medical Benefits	Network Provider	Non-Network Provider
Annual Plan Maximum	Unlimited	
Annual Deductible	\$500/person*	\$500/person**
	\$1,000/family	\$1,000/family
Out-Of-Pocket Maximum	\$2,000/person	\$3,500/person
(includes deductible and medical copays)	\$4,000/family	\$7,000/family
Prescription Plan Out-Of-Pocket (separate from medical)	\$4,350/person	\$8,700/family

INPATIENT HOSPITAL CARE

Care in Hospital	90%*	70% UCR**
Intensive Care Unit	90%*	70% UCR**
Surgery	90%*	70% UCR**
Surgical Assistance	90%*	70% UCR**
Anesthesia	90%*	70% UCR**
In-Hospital Physician visits/ consultations (1 visit per day per physician)	90%*	70% UCR**
Chemotherapy/radiation	90%*	70% UCR**
Therapy		
Therapy Services	90%*	70% UCR**
Acute Kidney Dialysis	90%*	70% UCR**
Diagnostic Lab/X-Ray	90%*	70% UCR**
Maternity Care	90%*	70% UCR**
Organ Transplant	90%	70% UCR**

OUTPATIENT CARE

Emergent Care (Emergency Room/Facility)	90%*	70% UCR**
Non-Emergent Care	90%*	70% UCR**
Pre-admission testing	90%*	70% UCR**
Same Day Surgery	90%*	70% UCR**
Lab/X-Ray/Diagnostic	90%*	70% UCR**
Radiation Therapy	90%*	70% UCR**
Therapy Services	90%*	70% UCR**

MENTAL HEALTH & SUBSTANCE ABUSE
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Inpatient Care	90%*	70% UCR*
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Outpatient Care	90%*	70% UCR**
Psychotherapy-Office	100% after \$25 co-pay	70% UCR**

PRESCRIPTION DRUGS

Prescription Drugs Managed Drug Program

Once your prescription out-of-pocket is reached, your co-pay is \$0.

CARE IN PHYSICIAN'S OFFICE

Visits for Illness	100% after \$25 copay	70% UCR*
Second Surgical Opinion	90%*	70% UCR**
Allergy Testing/Injections	100% after \$25 copay	70% UCR*
Therapy Services	90%*	70% UCR**
Chiropractors (limited to 12 visits per calendar year)	90%*	70% UCR*
Podiatrists	100% after \$25 copay	70% UCR**
Diagnostic Lab/X-ray	100% after \$25 copay	70% UCR**
Minor Surgery	100% after \$25 copay	70% UCR**

PREVENTIVE CARE****

Routine Physical UCR** (one per calendar year)	100%	70%
Routine Mammogram/Pap/ UCR** Prostate/Gynecological Exam	100%*	70%
Routine Immunizations UCR** (Age 9 and over)	100%	70%
Well Child Care UCR** (Birth to age 9 years; includes immunizations))	100%	70%

OTHER SERVICES

Ambulance	90% (billed charges)	90%* (billed charges)
Cardiac Rehab (Phase I & II)	90%*	70% UCR**
Home Health Care (Utilization Management Approval Required; 100 visits per calendar year)	90%*	70% UCR**
Skilled Nursing Facility (Utilization Management Approval Required; 120 visits per calendar year)	90%*	70% UCR**
Private Duty Nursing	90%*	70% UCR**
Hospice Care	90%*	70% UCR**

2nd Tier is defined as preferred Brand name drugs (i.e., heart medications, anticonvulsants, cancer medications). 3rd Tier is defined as preferred Brand name 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). 4th Tier is defined as non-preferred Brand name drugs.

A 30-day supply is available at the retail pharmacy. A 90-day supply may be obtained through the mail order program.

Network Pharmacies

You can enjoy the convenience of local and national pharmacy service at discounted network pricing. Please remember to present your card at the pharmacy for your prescriptions. If a prescription is purchased without using your card, AultCare will pay up to our liability of UCR or Contracted Rate only. For a pharmacy listing, please visit the AultCare website or contact the AultCare Service Center.

Generic vs. Brand

A generic medication will be dispensed when available unless your physician specifically requests a brand drug. However, if you request that a brand medication be dispensed, you will be responsible for the difference between the maximum allowable cost of the generic and the brand drug.

Formulary

Whenever it is necessary to utilize a brand medication, please refer to the AultCare Formulary. The brand medications contained on the formulary have been found to be as effective as other medications in their class. By using a formulary (preferred) brand medication, you will realize a greater benefit than if you use a non-formulary (non-preferred) brand medication. AultCare offers our members an open formulary design (which means that the health plan may cover the costs of drugs that are not on the formulary list). Therefore, tier exceptions are not applicable. For example, a higher tier (non-preferred) medication may not be requested at a lower tier (preferred) co-pay.

Long Term Ongoing Prescriptions

For long-term ongoing prescription drug needs, receive up to a 90-day supply through your mail order prescription program. When participating in the mail order program, you pay the appropriate co-payment per 90-day supply. The mail order pharmacy must fill your prescription for the exact quantity of medications prescribed by your doctor, up to the 90-day plan limit. "30 days plus 2 refills" does not equal one prescription written for "90 days".

RxEOB

AultCare's Personalized Prescription Information Website (also known as RxEOB) is a free Internet resource that is offered to our members. It gives valuable information to help you make informed decisions about your drug purchase. You may access RxEOB through the AultCare website at www.aultcare.com.

When this plan is the secondary insurance, you will be required to file prescription expenses with the primary plan first, and then submit to AultCare for secondary payment.

If the coverage under your medical plan terminates, your prescription drug benefit will also terminate. If a covered person continues to use their prescription drug benefit, they will be held responsible for payment of any bills on or after the termination date.

Covered Services

- Federal Legend medications – A drug that, by law, can be obtained only by prescription and bears the label, “Caution: Federal Law prohibits dispensing without a prescription.”
- Compound medication
- Diabetic supplies: including control solution, glucose test strips, urine test strips, acetone test strips, lancet devices, and lancets
- Insulin (prescription only), Insulin syringes/needles (prescription only)
- Injectable medications - *Prior authorization is required
- Contraceptive medications, injectables and devices
- Impotence medications - *Prior authorization is required. Limit of 8 tables per 30 days retail and 24 tables per 90 days mail order. Member will pay the Life Enhancing co-pay.
- Immunosuppressives
- Migraine medications
- Prenatal Vitamins – all others are a plan exclusion
- Vaccines – Flu, Pneumonia & Shingles are covered at 100% at the pharmacy.
- The Shingles vaccine is available for enrollees age 50 or older and requires a written prescription from your physician.

Services Not Covered

- Lost, stolen or damaged medications
- Experimental, investigation or unproven drugs
- Blood or plasma
- Therapeutic devices or appliances, including support garments and other non-medical substances, unless otherwise specified.
- Charges for injections or administration of a drug
- A prescription that may be received without charge under Workers’ Compensation Laws or other local, state, or federal programs. This would include medications taken for occupational injury/disease.
- Prescriptions that are not self-administered or medication that is to be taken or administered to an individual in a licensed hospital, nursing home, physician’s office/clinic or similar institution where such medications are normally provided by the facility on an inpatient basis.
- Prescription refills in excess of the number specified or dispensed more than one year from the date of the original order.
- Needles and syringes, other than for insulin
- Durable medical equipment including glucose monitors

- Over-the-counter medications, except for Insulin and Loratadine
- Medical supplies except for Diabetic supplies
- Replacement prescriptions (lost, stolen or broken)
- Contraceptive devices and injectables
- Smoking cessation products
- Fertility medications
- Vitamins except prenatal
- Weight loss medications
- Drugs for cosmetic purposes only
- Immunizing agents, Biological Sera, and Allergy Sera
- Fluoride Rinses
- Progesterone capsules
- Growth hormones
- Lucentis (covered under medical and does not require prior authorization)

Certain medications may be covered under medical, require prior authorization, have step therapy and/or may have plan limitations. Please visit the AultCare website at www.aultcare.com or call the AultCare Service Center at 330-363-6360 or 1-800-344-8858 or a listing of these medications.

Step Therapy Program

Your plan currently requires Step Therapy for certain classes of medications. Step Therapy requires you to have tried a generic medication from the same therapeutic class as the brand name drug within the previous 365 days. If your prescription history does not indicate that a generic was tried, the brand name medication will not be covered. The Step Therapy Program does not apply to you if you are already taking the brand name medications. Please note that the brand name medication will be offered at the appropriate benefit level once a generic medication has been tried and found to be ineffective. For a complete list of the Therapeutic categories and medications on the Step Therapy Program, please visit our website at www.aultcare.com or if you would like a paper copy, you may call the AultCare Service center at 330-363-6360 or 1-800-344-8858.

Health Care Reform

In response to the Patient Protection and Affordable Care Act certain medications will be covered at a \$0.00 co-payment when the specific criteria listed below is met. You must obtain a written prescription from your physician to receive this benefit.

For a complete list of Health Care Reform medications, please visit our website at www.aultcare.com or if you would like a paper copy, you may call the AultCare Service center at 330-363-6360 or 1-800-344-8858.

In response to the Women's Preventative Services Act, females are now able to obtain over-the-counter and prescription birth control medications, products and prenatal vitamins at the below benefit. You must obtain a written prescription from your physician to receive this benefit.

Drug Category	Co-Payment
Generic	\$0.00
Brand WITHOUT Generic Available	\$0.00
Brand WITH Generic Available	Retail: \$45.00 or 50% whichever is greater Mail Order: \$95.00

Dental Charge Benefits

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

Dental percentage payable:

Class A Services- Preventive.....	100%
Annual maximum.....	Two visits per year at the Usual and Reasonable Charge.
Class B Services- Routine.....	80%
Class C Services- Major.....	50%
Class D Services- Orthodontia and implants.....	100%

Maximum benefit amount:

Per person per calendar year..... \$1,500
(Class A services do not apply toward the calendar year maximum)

Orthodontia lifetime maximum
(Implants are included in the \$1,500 calendar year maximum)

Vision Charge Benefits

Vision percentage payable..... 100% after \$15 copay

Maximum benefit amount:

Per person per every 24 months..... \$250

Vision care benefits apply when vision care charges are incurred by a Covered Person for services that are recommended by a Physician or Optometrist.

30.04. In network physician’s office visits shall have a co-pay of \$25, which shall be applied against the maximum out-of-pocket. Non-network office visits will be subject to the co-insurance and deductible.

30.05 If an employee and spouse are both employed by the City of North Canton, only one shall be entitled to the coverages set forth above, that being the family plan.

30.06. 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.

30.07 The increased deductible amounts effective December 1, 2014, 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 do so 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 Employer.

ARTICLE 33 - LAY-OFF AND RECALL

- 33.01 Where, because of lack of work, lack of funds, or reorganization for purposes of efficiency, the Employer determines it necessary to reduce the size of its workforce, such reduction shall be made in accordance with the provisions hereinafter set forth.
- 33.02 Employees within affected 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 the right to recall for two (2) years from the date of his lay-off.
- 32.04 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

- 34.05 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 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 the employee's 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 R.C. 145.47.

- 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 employees(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, or 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 may inspect his own personnel file and any FOP staff Union representative may request to inspect an employee's 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 Union 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 an employee's 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 that 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 R.C. 3619. 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 the his choosing, and 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 its 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 the employee 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 refuses to undergo rehabilitation or detoxification pursuant to a lawful order, or fails to complete a program of rehabilitation, or tests 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.
- 36.06

ARTICLE 37 - DURATION OF AGREEMENT

- 37.01 This Agreement is effective from January 1, 2015 through December 31, 2017, and 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 R.C. 4117 shall apply.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Agreement may be executed in four counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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

Chuck Choate
Chuck Choate, Senior Staff Representative

Date: 5/1/15

Frank Kemp
Frank Kemp, Union Representative

Date: 5-1-15

FOR THE CITY OF NORTH CANTON

David J. Held
Honorable David J. Held, Mayor

Date: 5/1/2015

Timothy E. Fox
Timothy E. Fox, Director of Law
As to form and content.

Date: 5/1/2015

Finance Director's Certificate.

I certify that the amount required to meet the contract agreement, obligation, payment, or expenditure for the above collective bargaining agreement, State Employment Relations Board Case number 2014-MED-05-0767, has been lawfully appropriated, authorized, or directed for such purpose and is in the treasury or in the process of collection to the credit of the General Fund, free from any obligation or certification outstanding.

Karen Alger
Karen Alger, Director of Finance

Date: 5/1/15

1 of 4 originals.