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14-MED-06-0870  
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K32365

COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF NORTH CANTON

and

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

SERB CASE #  
2014-MED-06-0870

EFFECTIVE JULY 1, 2015  
EXPIRES JUNE 30, 2018

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## PREAMBLE

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

## ARTICLE 1 - NON-DISCRIMINATION

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

## ARTICLE 2 - PURPOSE & INTENT

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

## ARTICLE 3 - RECOGNITION

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

## ARTICLE 4 - MANAGEMENT RIGHTS

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

## ARTICLE 5 - HOURS OF WORK

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

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

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

## ARTICLE 6 - EDUCATION BENEFITS

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

## ARTICLE 7 - LONGEVITY PAY

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

## ARTICLE 8 - HOLIDAYS

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

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	Friday after Thanksgiving
Good Friday	Day before or day after Christmas
Memorial Day	Christmas Day
July 4 <sup>th</sup>	

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

#### ARTICLE 9 - PERSONAL TIME

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

#### ARTICLE 10 - SICK LEAVE

- 10.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease

communicable to other employees; and/or 3) illness, injury or death in the employee's immediate family.

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

- 10.10 Upon the retirement of an employee hired on or before July 31, 2011 who has at least ten 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 its hourly rate of pay at the time of retirement multiplied by one-half the total number of accumulated but unused sick hours earned, as certified by the Employer.
- 10.11 Upon the retirement of an employee hired on or after August 1, 2011 who has at least ten 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 25 percent of the total number of accumulated but unused sick hours earned, as certified by the Employer.

#### ARTICLE 11 - VACATIONS

- 11.01 For this sole purpose of the application of this Article full-time employees in a calendar year prior to January 1, 2003 shall be deemed to have a service date of January 1<sup>st</sup> of that year in which their employment commenced. Any employee, who, during the term of this Agreement, receives more vacation than the following schedule indicates, shall not have its vacation reduced to conform to the schedule.
- 11.02 Employees having been employed less than one year by January 1<sup>st</sup> shall be granted paid vacation allowance at the rate of one vacation day per full month worked, not to exceed ten days.
- 11.03 Employees having been employed one through four years by January 1<sup>st</sup> shall be granted a paid vacation allowance of two calendar weeks in that calendar year of employment.
- 11.04 Employees having been employed five through nine years by January 1<sup>st</sup> shall be granted a paid vacation allowance of three calendar weeks in that calendar year of employment.
- 11.05 Paid vacation allowances for those who have been employed 10 through 14 years by January 1<sup>st</sup> shall be four calendar weeks; and 15 through 19 years by January 1<sup>st</sup> shall be five calendar weeks; 20 years or more shall be six calendar weeks.
- 11.06 All vacation allowances shall be granted at a time approved by the department head and with concurrence of the President of Council. A vacation based on the seniority standing of employees will be made up by the department head each year with vacation periods so staggered that the employee's absence will not seriously jeopardize the departmental work schedule for the year.
- 11.07 An extra day of paid vacation allowance will be permitted for all paid holidays falling within a selected vacation period.

- 11.08 Paid vacation allowance is based upon a 40-hour workweek.
- 11.09 Three weeks of paid vacation allowance may be carried over to the next calendar year. Three weeks shall be the maximum amount which may be carried over regardless of the year to which the allowance is attributable.
- 11.10 Any employee who shall resign, retire or be laid off shall be entitled to be paid for vacation allowance earned in the previous year and eligible to be taken in the current year, plus vacation earned in the current year, at the pro-rata amount of one twelfth for each full month worked subsequent to January 1<sup>st</sup>.
- 11.11 Vacations shall be used in increments of one week or more except that vacations may be used in lesser increments when authorized by the proper departmental authority; however, vacations may not be taken in increments of less than four hours.

#### ARTICLE 12 - MILITARY

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

#### ARTICLE 13 - DISABILITY PAY

- 13.01 A full-time employee injured in the line of duty, whose claim is allowed by the Bureau of Workers' Compensation, shall receive, at the Employer's discretion either: (1) the employees' regular full wages; or (2) the difference between the amount allowed per month by the Bureau of Workers' Compensation as an award of Temporary Total Disability benefits, and the employees' regular full wages, for a period of no longer than 12 months.

#### ARTICLE 14 - OVERTIME ALLOWANCE

- 14.01 Employees working beyond the conclusion of the employee's normal shift shall receive credit for a minimum of one hour worked and if over an hour is worked, the employee shall receive credit for the time actually worked, provided however that the employee must have completed eight hours of work before receiving credit for extra time worked. The computation of extra time shall commence at the time the employee concludes eight hours worked. No overtime shall be worked without prior Employer approval.
- 14.02 Employees shall be paid overtime at the rate of one and one-half times the normal hourly rate of pay for all hours worked in excess of eight hours in any consecutive twenty-four hour period commencing with the employee's shift start time or for hours worked in excess of 40 hours in a workweek.
- 14.03 For the purpose of computing overtime pay, holidays, vacations, and funeral leave days shall be counted as hours and days worked.
- 14.04 Overtime work is voluntary and employees may refuse to work overtime and there shall be no reprisals or discrimination against any employee who chooses

not to work overtime. However, in the event an insufficient number of employees submit to voluntary overtime, employees may be required to work overtime, starting with the least senior employees.

- 14.05 An employee may request to accumulate compensatory time off in lieu of receiving overtime pay for overtime worked. If the employee wishes to receive compensatory time, the employee shall make such request prior to the end of the pay period in which the overtime is worked.

Employees are permitted to accumulate up to a maximum of 24 hours compensatory time within this Agreement. Compensatory time will be earned on a time and one-half basis for each hour of overtime worked. Compensatory time shall be scheduled at a time mutually agreeable to both the Employer and employee. Accumulated compensatory time not used by the end of this Agreement shall be paid at the applicable hourly rate with the employee's last paycheck of the Agreement. Employees must have a zero balance of compensatory time at the end of this Agreement.

Compensatory time may be used in one-quarter hour increments.

#### ARTICLE 15 - FUNERAL LEAVE

- 15.01 Three days excused absence with pay upon the death of the employee's mother, father, sister, brother, wife, husband, son, daughter, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, step-mother, step-father, stepchildren, grandchild, or grandparent-in-law.
- 15.02 With permission of the Department Head and the concurrence of the Director of Administration, an employee may receive one additional day of excused absence to attend a funeral. This time off shall not be charged against sick leave or vacation allowance but shall be leave with pay.

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

- 16.01 The Employer shall provide hospitalization, major medical, dental, optical and a prescription drug program with coverage levels effective with the December 2014 plan renewal. Other plan design features are set forth below.
- 16.02 Bargaining Unit members shall contribute, via payroll deduction, 11 percent of the monthly COBRA amount established in December of the immediately preceding year. Effective upon execution of this collective bargaining agreement, bargaining unit members shall contribute, via payroll deduction, 11 percent of the monthly COBRA amount established in December of the immediately preceding year. The Employer will provide the Union 30-days' notice of any rate change. Payroll 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.

Effective January 1, 2015

Network - \$500 single/\$1,000 family deductible; 90%/10% coinsurance to a maximum annual out-of-pocket expense of \$2,000 single/\$4,000 family.

Non-Network - \$500 single/\$1,000 family deductible; 70%/30% coinsurance to a maximum annual out-of-pocket expense of \$3,500 single/\$7,000 family.

16.03. Employer shall adopt a standardized PPO benefit plan with network/nonnetwork deductible and coinsurance as follows:

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

<b>INPATIENT HOSPITAL CARE</b>
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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 Therapy	90%*	70% UCR**
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**

<b>OUTPATIENT CARE</b>
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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

Inpatient Care	90%*	70% UCR*
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 (one per calendar year)	100%	70% UCR**
Routine Mammogram/Pap/ Prostate/Gynecological Exam (one per calendar year)	100%	70% UCR**
Routine Immunizations Age 9 and over)	100%	70% UCR**
Well Child Care (Birth to age 9 years; includes immunizations)	100%	70% UCR**

### 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 (Utilization Management Approval Required; 120 visits per calendar year)	90%*	70% UCR**
Hospice Care (Utilization Management Approval Required; 180 visits per calendar year)	90%*	70% UCR**
Durable Medical	90%*	70% UCR**

**Pre-Certification is required for non-network hospital admissions**

- \* An annual deductible of \$500 per person/\$1,000 per family is applied first before any benefits are paid to Network Providers. Deductible, Coinsurance and Medical Copayments are subject to an annual out-of-pocket maximum of \$2,000 per person/\$4,000 per family. Once you have met this maximum, the plan begins to pay covered expenses at 100% except for expenses not included in the 100% reimbursement provision.
- \*\* An annual deductible of \$500 per person/\$1,000 per family is applied first before any benefits are paid to Non-Network Providers. Benefit payments for **Non-Network Provider** services are based on Usual, Customary, and reasonable criteria. Deductible and Coinsurance are subject to an annual out-of-pocket maximum of \$3,500 per person/\$7,000 per family. Once you have met this maximum, the Plan begins to pay covered expenses at 100% UCR to Non-Network Providers, except for expenses not including in the 100% reimbursement provision.
- \*\*\* In accordance with Mental Health Parity and Addiction Equity Act of 2008, in which prohibits discrimination in the coverage for diagnosis, care and treatment of mental illness and/or substance abuse.
- \*\*\*\* Preventive Care, including the recommended preventive services required to be covered without cost sharing under federal law.

**Deductible and out-of-pocket maximums are integrated. Therefore, deductible and out-of-pocket amounts met for Network Providers apply to deductible and out-of-pocket amounts met for Non-Network Providers.**

**City of North Canton AultCare Prescription Drug Program**

Welcome to the AultCare Prescription Drug Program. This program offers savings, convenience and service for you and your eligible dependents.

## **Benefits**

	<b>Retail</b>	<b>Mail</b>
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)	\$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

**There is a prescription out-of-pocket maximum of \$4,350 single/\$8,700 family. Once you have met the prescription out-of-pocket maximum you will have a \$0.00 co-payment.**

1<sup>st</sup> Tier is defined as all generic drugs (subject to plan limitations)

2<sup>nd</sup> Tier is defined as preferred Brand name drugs (i.e., heart medications, anticonvulsants, cancer medications). 3<sup>rd</sup> 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). 4<sup>th</sup> 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](http://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](http://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](http://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](http://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.

<b>Drug Category</b>	<b>Co-Payment</b>
Generic	\$0.00
Brand <b>WITHOUT</b> Generic Available	\$0.00
Brand <b>WITH</b> 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%
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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.

16.04 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.

16.05 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.

16.06 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.

**ARTICLE 17 - LIFE INSURANCE**

17.01 Full-time employees shall be entitled to term life insurance coverage of \$25,000.00. In the event of a change of insurance carrier, the current benefit of term life insurance shall not be reduced.

## ARTICLE 18 - INSURANCE & SICK LEAVE EFFECTIVE DATES

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

## ARTICLE 19 - PROBATIONARY PERIOD

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

## ARTICLE 20 - JURY DUTY

- 20.01 An employee who is called for jury duty, either federal, county, or municipal, shall be paid the employee's regular salary, less any compensation received for jury duty, when such jury duty conflicts with his work schedule.
- 20.02 Paid jury duty leave will not exceed 80 hours per calendar year without City Council approval. The employee shall present to the City necessary documents, including pay vouchers/check from the clerk of court.

## ARTICLE 21 - MATERNITY LEAVE

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

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

## ARTICLE 22 - BIDDING PROCEDURE

22.01 Bidding for Employer positions shall be per the bidding procedure section of the North Canton Personnel Handbook adopted by Ordinance 92-7 8 of the City of

North Canton adopted July 24, 1978 and as amended which section of the handbook is incorporated herein by reference.

22.02

#### ARTICLE 23 - LAYOFF AND RECALL

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

#### ARTICLE 24 - LEAVE OF ABSENCE

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

#### ARTICLE 25 - WAGES

- 25.01 Each employee shall receive a one-time stipend of \$300.00 within one month of the full execution of this Agreement.
- 25.02 Effective the first full pay period that contains July 1, employees shall be paid in accordance with the following schedule:

<u>Position Title</u>	<u>Rate</u>	<u>Position Title</u>	<u>7/1/2015</u>	<u>7/1/2016</u>	<u>7/1/2017</u>
Entry Level I	\$13.00	Clerical Specialist III	\$20.27	\$20.68	\$21.09
Entry Level II	\$15.00	Fiscal Specialist III	\$20.27	\$20.68	\$21.09
Clerical Specialist I	\$18.64	Accounting Specialist	\$21.23	\$21.65	\$22.08
Clerical Specialist II	\$19.25	Tax Specialist	\$21.23	\$21.65	\$22.08
Fiscal Specialist I	\$18.64				
Fiscal Specialist II	\$19.25				

## ARTICLE 26 - GRIEVANCE PROCEDURE

26.01 Every employee shall have the right to present a 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 its choice at all stages of the grievance procedures described in this section. 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. These grievance procedures are the exclusive remedy for dispute resolutions under this Agreement.

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

- A. Grievance - A "grievance" shall be defined as a dispute or controversy arising from the alleged misapplication or misinterpretation of the written provisions of this Agreement.
- B. Grievant - The "grievant" shall be defined as any employee, or group of employees, within the Union's bargaining unit.
- C. Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or holidays as provided for in this Agreement.

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

- A. Except at Step 1, all grievances shall include: the name and position of the grievant, the 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 grievant's requested redress.
- 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 representative, if any. If a grievance affects a group of employees working in different locations, with different principals, or associated with an Employer-wide controversy, the employee may submit the grievance at Step 3.

- C. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to respond to a grievance within the specified time limit, the grievance shall automatically proceed to the next step.
- D. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

26.04 Grievances shall be administered in accordance with the following steps. It is permissible to bypass Step 1 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: Grievants may attempt to resolve alleged grievances by conversing with an Employer representative and/or its designee that the employee feels is responsible for the alleged grievance and/or possesses the authority to resolve the alleged grievance.

Step 2: Grievants shall submit grievances in writing to the applicable supervisor within 10 days of the occurrence of the facts giving rise to the grievance. The Employer's response to a grievance shall be made in writing within 10 days of its receipt of the grievance.

Step 3: Grievances not resolved in Step 2 that are forwarded to Step 3 must be submitted, in writing, to the Employer (Administrator and/or Mayor) within 10 days of receiving a response under Step 2 of these procedures. The Employer's response 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 pursuant to the arbitration procedure contained herein.

## ARTICLE 27 - ARBITRATION PROCEDURE

27.01 In the event a grievance is unresolved after being processed through all steps of the grievance procedure, unless mutually waived, then within 10 days after the rendering of the decision at Step 3, the Union may submit the grievance to arbitration. The parties will promptly request a panel of seven arbitrators from the Federal Mediation and Conciliation Service, and the parties will choose one arbitrator from the panel by the alternate strike method with the grieving party striking first.

27.02 The arbitrator shall have no authority to add to, subtract from, or in any manner

alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

- 27.03 The hearing(s) shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.
- 27.04 The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be evenly split by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.
- 27.05 An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at the employee's regular hourly rate for all hours during which the employee's 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 employees.
- 27.06 The arbitrator's decision and award will be in writing and delivered within 30 days from the date the record is closed. The arbitrator's decision shall be final and binding upon the parties.

#### ARTICLE 28 - PENSION PICKUP

- 28.01 Any employee who is a member of the Public Employees Retirement System of Ohio ("OPERS") shall have its compensation reduced by an amount equivalent to that employee's contribution to the employee's saving fund, as defined Section 147.47 of the Ohio Revised Code, and the amount shall be paid by the Employer on behalf of the employee. The amount paid by the Employer on behalf of the employee shall be added to the employee's salary or wage in the calculation of pensions and other benefits and is subject to the City of North Canton income tax.

#### ARTICLE 29 - DRUG TESTING

- 29.01 Drug screening or testing shall be conducted upon reasonable suspicion. This testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceeding. Under no circumstances may the results of the drug screening or testing be released to a third party for the use in criminal prosecution against the affected employee. The following procedures shall not preclude the Employer from other administrative action.
- 29.02 Drug testing shall also be authorized when an employee is involved in an on-duty motor vehicle accident, which results in bodily injury to any vehicle occupant or pedestrian.
- 29.03 All drug screening tests shall be conducted by medical laboratories

licensed by the State of Ohio and accredited by the College of American Pathologists or other mutually agreed upon entity. The procedures utilized by the testing lab shall correspond to accepted medical practice. Any positive result shall be confirmed by a mass spectrophotometer procedure (GS-MS), or any approved subsequent state-of-the-art confirmatory test.

29.04 Drug screening tests shall be given to employees to detect the illegal use of controlled substances as defined in Section 3719 of the Ohio Revised Code. If the initial screening is positive, the employee's sample shall be subjected to a confirmatory test that shall be administered by a medical laboratory licensed by the State of Ohio and accredited by the College of American Pathologists or other mutually agreed upon entity. The employee may have a second confirmatory test of the split sample done at a lab of his choosing, at his expense. This test shall be given the same evidentiary weight as the previous test, provided a neutral chain of custody remains unbroken.

- A. If all the screening and confirmatory tests are positive, then the employee involved may be required to enter into rehabilitation referral. The Employer 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 year from the date of the employee's return.
- E. Any employee in the above-mentioned rehabilitation program will not lose any seniority or benefits should it be necessary for the employee take a medical leave of absence without pay for a period not to exceed 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 year after the

employee's 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-year period after the employee's return from a rehabilitation program.

29.05 For the purpose of implementing the provisions of this Article, each employee shall execute medical releases in order for the Employer 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. The Employer shall provide the applicable medical release forms.

#### ARTICLE 30 - DURATION OF AGREEMENT

30.01 This Agreement is effective from July 1, 2015 through June 30, 2018. It shall continue from year to year unless a party to this Agreement gives 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 article 4117 of the Ohio Revised Code shall apply.

Agreed to by the Parties this 20<sup>th</sup> day of July, 2015.

FOR THE CLERICAL, FISCAL &  
ACCOUNTING SPECIALISTS

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

FOR THE CITY OF NORTH CANTON

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

Finance Director's Certificate.

I certify the amount required to meet the contract agreement, obligation, payment, or expenditure for the above agreement, State Employment Relations Board case number 2014-MED-06-0870, 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, Director of Finance

July 13, 2015  
Date

As to form and content.

  
\_\_\_\_\_  
Timothy L. Fox, Director of Law