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COLLECTIVE BARGAINING AGREEMENT

between

THE CITY OF NORTH CANTON

and

THE NORTH CANTON SERVICE

and

CLERICAL EMPLOYEES
(NCS&CE)

SERB CASE #2014-MED-05-0751

EFFECTIVE September 1, 2016
EXPIRES August 31, 2019

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PREAMBLE

This Agreement is hereby entered into by and between the City of North Canton, hereinafter referred to as "the Employer," or "City" and the Utility Workers Union of America, Local 605 (Service and Clerical Employees), hereinafter referred to as the "Union."

ARTICLE 1 - NON-DISCRIMINATION/DUES DEDUCTION

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 City agrees to deduct initiation fees and to make monthly payroll deductions for Union dues upon written authorization by the employee, who is a Union member. It is understood that such payroll deduction shall be entirely voluntary on the part of the employee and shall be subject to cancellation at any time upon 30 day written notice to the City and the Union by the individual employee. Such cancellation shall be effective on and after the date of receipt by the City.

Dues deductions shall be the amount certified by the Secretary-Treasurer of Local 605 and said deductions shall be made equally from the employees first and second pay each month. The City shall remit a check-off check to the Secretary-Treasurer of Local 605 and the monthly remittances shall be accompanied by an itemized statement showing the name of each Union member and the amount checked off of Union dues and/or initiation fees.

The City shall be relieved from making individual check-off deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than the one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization; in accordance with this Agreement; or (6) resignation by the employee from the Union.

The City shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

The rate at which dues are to be deducted shall be certified to the City by the Secretary-Treasurer of the Union during January of each year. The new rate at which dues are to be deducted by the City shall be effective in the month of February.

Employees who do not become members in good standing of the Union, shall pay a fair share fee to the Union effective thirty calendar days from the date of hire as a condition of employment. The fair share shall be certified to the City by

the Secretary-Treasurer of the Local Union. The deduction of fair share fee from any earnings of the employees shall be automatic and shall not require written authorization for payroll deduction. Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein.

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 purpose, among others, the following: (1) to recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; (2) to promote fair and reasonable working conditions; (3) to promote individual efficiency and service to the City of North Canton; (4) to avoid interruption or interference with the efficient operation of the Employer's business; and (5) to provide a basis for the adjustment of matters of mutual interest by means of amicable discussions.

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 service and clerical employees of the City of North Canton, excluding any full-time lab technician & operator, class I operator, class II operator, class III operator, and non-certified operator at the drinking water plant, all finance department, all part-time, seasonal, police, fire, EMS and exempt employees. All other employees of the employer are excluded from the Bargaining Unit. Such recognition shall continue for a tern as provided by law.

3.02 The Union agrees to notify the City of its duly elected officers, stewards, and other representatives authorized to conduct business on behalf of the Union.

The City agrees that a representative from the Utility Workers Union of America, when requested by the Union, can attend and participate in negotiations, grievance meetings, and contract negotiations.

The parties recognize that it may be necessary and advantageous to both parties for a Union officer(s) to leave a normal work assignment to attend educational conferences or other functions offered by the Utility Workers Union of America. The Union recognizes the operational needs of the City and the need to cooperate in keeping time lost from work to a minimum. Prior to any leave during working hours for purposes of attending such functions, the Union officer will

obtain approval from the Director of Administration. The City will permit no more than two Union officers to use up to forty-eight paid hours annually to attend educational conferences or other Union functions.
Members of the Negotiating Committee will be allowed reasonable time off, without loss of pay, to participate in collective bargaining meetings when held during normal working hours.

The City will not dock a Union officers, representatives or members while engaged in discussions with the City regarding grievances or disciplinary matters.

When properly authorized, union officers may use the City's facilities to conduct membership or other meetings and shall be permitted to use the internal mail system or other internal communication systems. In addition, the Union will be provided space on bulletin boards, where members report to post notices of meetings and other non-controversial communications.

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 Employer, standards of services, its over-all budget, utilization of technology, and organizational structure;

B. Direct, supervise, evaluate, or hire employees;

C. Maintain and improve the efficiency and effectiveness of governmental operations;

D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

F. Determine the adequacy of the work force;

G. Determine the overall mission of the Employer as a unit of government;

H. Effectively manage the work force;

I. Take actions to carry out the mission of the public Employer as a governmental unit.

ARTICLE 5 - HOURS OF WORK

5.01 Employees in Parks, Buildings, Grounds, Utilities and Services, and General Laborers shall work a 40-hour week of five consecutive days of eight hours each, with a one hour, unpaid, mid-shift lunch, Monday through Friday, during the work period 12:01 a.m. Sunday to 12:00 midnight the following Saturday. The Employer may advance or delay the mid-shift lunch period up to one-half hour. In the event the period is advanced or delayed by more than one-half hour, employees will be paid time and one-half for working during the lunch period. With prior supervisor approval, and for good cause shown, which will not be unreasonably denied, an employee may work through the entire one-hour lunch period and leave one hour early.

5.02 Workweek and/or work schedules in effect shall not be changed except for emergencies. In the event there is a proposed change in either the established workweek and/or work schedules, the Union representative committee shall be given a ten (10) day notification of such proposed change and the Employer representative committee and representatives of the Employer shall meet for the purpose of discussing such proposed changes.

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

ARTICLE 6 - UNIFORM ALLOWANCE

6.01 Employees assigned to read water meters shall receive a uniform allowance of $24.00 per month. In the event an employee is not assigned to read water meters for an entire month, the allowance shall be prorated

ARTICLE 7 - EDUCATION BENEFITS

7.01 The Employer will provide reimbursement to full-time City employees for tuition, registration and laboratory fees upon successful completion of college, university or other educational courses with a grade of "C" or better, which are considered applicable and beneficial to the Employer in the performance of the employee's assigned duties and employment with the Employer as determined by the responsible departmental authority.

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

7.03 Prior authorization must be given in writing by the responsible departmental

authority to qualify for reimbursement. Upon successful completion of education courses so authorized, the responsible departmental authority will authorize reimbursement to the employee and it shall be paid from appropriated funds. Prior authorization by the responsible departmental authority shall be conclusive that authorized educational courses are applicable and beneficial to the Employer in the performance of the employee's assigned duties and employment with the Employer.

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

ARTICLE 8 - LONGEVITY PAY

8.01 Employees shall receive longevity pay at the rate of seventy dollars ($70.00) per year of full time employment with the Employer. Longevity payments shall be made during the first half of the month of December to all permanent, full-time employees who have completed at least five years of continuous service and who are employed by the Employer on November 30th of the year in which the longevity payment is made. Determination of longevity pay shall be from December 1st to November 30th.

8.02 Employees hired after August 1, 2011 shall not receive longevity pay.

ARTICLE 9 - HOLIDAYS

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

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

9.02 Holidays listed in Section 9.01 of the within Article which may fall on a Saturday, which is normally not a working day, shall be observed on the preceding Friday.

9.03 Holidays listed in Section 9.01 of the within Article which may fall on a Sunday, which is normally not a working day, shall be observed on the following Monday.

9.04 Holidays listed in Section 9.01 of the within Article shall be considered as a day worked for accrual of fringe benefits.

9.05 Employees required to work on the holiday listed in Section 9.01 of the within

Article 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.

9.06 Employees qualify for compensation for holiday time provided they work the normal workday preceding and the normal work day 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.

9.07 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, by administrative order, shall establish which of the days shall be the paid holiday. If the Mayor fails to make such designation by November 1st, the holiday shall be deemed the day prior to Christmas.

ARTICLE 10 - PERSONAL DAYS

10.01 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 can be taken in one-hour increments, subject to scheduling considerations. An employee hired prior to July 1st will receive sixteen (16) hours personal time that year. An employee hired after July 1st and prior to September 1st will receive eight hours personal time that year and an employee hired after September 1st will receive none for that year.

10.02 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 24 hours of personal time to be charged to sick leave. Said personal days may not be taken in less than four-hour increments, subject to scheduling considerations.

10.03 Anyone hired as a full-time employee after August 1, 2008, is not entitled to the benefits of Paragraph 10.02.

ARTICLE 11 - SICK LEAVE

11.01 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.

11.02 Employees shall earn sick leave at the rate of 4.6 hours for every 80 hours paid not to exceed 120 hours per year and may accumulate such sick leave to an unlimited amount.

11.03 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 his work shift each day he is to be absent.

11.04 Sick leave may be used in segments of not less than 1/4 hour.

11.05 Before an absence may be charged against accumulated sick leave, the Employer may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by and paid for by the Employer. In any event, an employee absent for more than two (2) consecutive work days must supply a physician's report to be eligible for paid sick leave, unless waived by the Employer.

11.06 If the employee fails to submit adequate proof of illness, injury or death, or in event that upon such proof as is submitted or upon the request of medical examination, the Employer, finds there is not satisfactory evidence of illness or death sufficient to justify the employee's absence, such leave may, be considered an unauthorized leave and shall be without pay.

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

11.08 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.

11.09 When the use of sick leave is due to illness or injury in the immediate. Family, "immediate family" shall be defined to only include the employee's spouse, children, parents, parents-in-law, person for whom the employee is responsible for care, or minor over whom the employee is legal guardian. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's parents, spouse, child, brother, sister, parents-in-laws, grandparents, grandchildren, or minor over whom the employee is legal guardian.

11.10 Upon the retirement of an employee hired on or before July 31, 2008 who has at least 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 the total number of accumulated but unused sick hours earned by the employee, as certified by the Finance Department.

11.11 Upon the retirement of an employee hired on or after August 1, 2008, who has not less than 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 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 240 hours.

ARTICLE 12 - VACATIONS

12.01 For the 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 1st of that year in which their employment commenced. An 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.

12.02 Employees having been employed less than one year by January 1st shall be granted paid vacation allowance at the rate of one vacation day per full month worked, not to exceed ten days.

12.03 Employees having been employed one through four years by January 1st shall be granted a paid vacation allowance of two calendar weeks in that calendar year of employment.

12.04 Employees having been employed five through nine years by January 1st shall be granted a paid vacation allowance of three calendar weeks in that calendar year of employment.

12.05 Paid vacation allowances for those who have been employed ten through 14 years by January 1st shall be granted four calendar weeks; and 15 through 19 years by January 1" shall be granted five calendar weeks; 20 years or more shall be granted six calendar weeks.

12.06 Vacation allowances shall be granted at a time approved by the Department Head and with concurrence of the Director of Administration. 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.

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

12.08 When the normal work week is 40 hours, the paid vacation allowance will be based thereon.

12.09 Three weeks of paid vacation allowance may be carried over to the next calendar year. The three weeks shall be the maximum amount, which may be carried over regardless of the year to which the allowance is attributable.

12.10 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 1st.

12.11 Vacation time may be used in four-hour increments or more. With prior supervisor approval, vacation time may be used in one-hour increments.

ARTICLE 13 - MILITARY LEAVE

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

ARTICLE 14 - DISABILITY PAY

14.01 An employee injured in the line of duty, whose claim is allowed by the Bureau of Workers' Compensation shall receive, at the discretion of the Employer, 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 12-month limit on the amount of disability pay per injury, including reoccurrence of the injury allowed by the Bureau of Workers' Compensation; an employee is entitled to under this Article. The Employer, its sole discretion, may extend the leave, such extension not being subject to the grievance procedure. Such discretion shall not be unreasonably denied.

ARTICLE 15 - OVERTIME ALLOWANCE

15.01 The Employer has the sole and exclusive right to determine the need for overtime. Insofar as practicable, overtime opportunity hours shall be equitably distributed by seniority through a call-out roster among those who normally perform the work as defined in the classification specification and/or position description. Overtime work that contains duties that are common to a classification series shall be equitably distributed by seniority among those employees within the appropriate series on that particular roster.

15.02 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 such employee must have completed eight hours of work before receiving

credit for extra time worked and the computation of extra time shall commence at the time the employee concludes eight hours. No overtime shall be worked unless approved of in advance by the Employer.

15.03 Employees called out for emergency duty shall receive a minimum of two hours pay in lieu thereof if not permitted to work the total of two hours.

15.04 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 starting time of the employee's shift, or, for all hours worked in excess of forty hours in any work week.

15.05 For the purposes of computing overtime pay, holidays, vacations, and funeral leave shall be counted as hours and days worked.

15.06 Any bargaining unit employee may request to accumulate compensatory time off in lieu of receiving overtime pay for any overtime worked. If the employee wishes to request compensatory time, the employee shall make such request prior to the end of the pay period in which the overtime is worked.

15.07 Employees will be permitted to accumulate up to a maximum of 24 hours compensatory time within a contract (September 1 - August 31) year. Compensatory time will be accumulated on a time and one-half basis for each hour of overtime worked. Compensatory time off will be scheduled at a time mutually agreeable to both the Employer and employee. Any accumulated compensatory time not used by May 15th or scheduled to be used by May 30th of a contract year shall be paid at the applicable hourly rate on the last pay check in April of the contract year. Employees must have a zero balance of compensatory time by the end of each contract year. Compensatory time may be used in one-hour increments.

15.08 The Employer shall place employees on the appropriate call-out rosters by qualified department seniority and bargaining unit seniority basis.

Qualified department employees shall be called out for voluntary overtime on a department seniority basis. Qualified non-department employees who are members of the North Canton Service and Clerical Employees Bargaining Unit shall be called out on a bargaining unit seniority basis.

Employees are solely responsible for providing their supervisors with current telephone numbers where they may be contacted. The Employer shall establish a telephone phone log to verify calls to employees for overtime. In the event there is a dispute as to an employee having been contacted, or which employee(s) were contacted, the telephone log shall be used for verification. For those events in the sole discretion of the Administrator are an "emergency,"

employees may receive call-out notification through the Wireless Emergency Notification System (WENS) and employees shall respond accordingly.

15.09 Employees who accept overtime following their regular shift shall be granted a 15-minute rest period between their regular shift and the overtime shift, or as soon as operationally possible. The Employer will also make every reasonable effort to furnish a meal to those employees who work four or more hours of mandatory or emergency overtime and cannot be released from their duties to obtain a meal.

15.10 If, in the sole discretion of the City Administrator, an event is declared a "snow emergency," and the Employer is unable to contact an employee through the employee-supplied call-out telephone number, the call-out log shall be documented as "overtime refused" and the employee shall not be eligible for the next overtime event. Contact with an answering machine or person other than the employee, without a reply from the employee within 15 minutes from the Employer's call, shall be considered as "overtime refusal."

The City Administrator may declare a "snow emergency" when reliable weather forecasting information predicts that weather conditions are highly likely to cause, or have caused, City roadways to become hazardous by blowing and drifting snow, ice accumulation, and when, as a result of snow or ice accumulation, a reasonable motorist would feel compelled to drive very cautiously.

15.11 Standard overtime work is voluntary and employees may refuse to work overtime without reprisals or discrimination. However, if an insufficient number of employees submit to voluntary overtime for an event, call outs may include exempt personnel. If in the sole discretion of the City Administrator, an event is declared as an "emergency," employees shall be required to work overtime, starting with the least-senior employee. An employee from the least-senior employee call-out list that refuses to work overtime during an emergency event shall not be eligible for the next overtime event.

15.12 An employee who receives three overtime refusals for snow emergency calls during a rolling 12-month period shall be removed from the overtime call-out log for a period of 12 months.

15.13 For equitable distribution purposes only, employees on paid leave (e.g., vacation, compensatory, personal, Workers' Compensation, disability benefits, etc.) shall be considered as refusing all overtime opportunities until their next scheduled shift unless the employee has informed the supervisor as to the employee's availability prior to the departure for the leave. This type of refusal shall be not included as a refusal subject to discipline in the preceding paragraph so long as the amount of leave is a minimum of eight hours.

15.14 Employees shall not work in excess of 16 consecutive hours without the applicable department superintendent's prior approval. If the 16-hour period ends during the employee's regularly scheduled shift, the Employer shall assign duties to the employee that minimize equipment operation and/or exposure to moving equipment for the duration of the shift.

15.15 If an employee disputes the call-out list, the employee may file a grievance with the employee's supervisor. Any dispute regarding overtime shall be raised in accordance with the timelines established under Article 26 of this Agreement. The timelines for filing a grievance begins the first day following the posting of the overtime roster in which the alleged violation is shown.

DEPARTMENT SENIORITY LIST			
Department	**No.**	**Name**	**Department Date**
DWP	1	Jesse Cottrell	January 4, 1993
DWP	2	Andrew Williams	March 13, 2000
DWP	3	Ted Schumacher	February 24, 2003
DWP	4	Natividad Martinez	September 25, 2011
DWP	5	Gary Neisel	December 28, 2011
Parks & Rec	1	John Minger	July 22, 1990
Sanitary	1	Matthew Shaw	July 9, 2001
Sanitary	2	Steven Schenck	April 6, 2015
Sanitary	3	James Mckelvey	June 26, 2016
Sanitary	5	Chris Baker	July 25, 2016 **TIE**
Sanitary	5	Brendan Rodgers	July 25, 2016 **TIE**
Street	1	Mathew Morrow	April 29, 1998
Street	1	Dan Richards	March 21, 2000
Street	2	Anthony Brown	March 27, 2000
Street	3	Michael Guth	November 1, 2010
Water	1	Jay Swallie	February 13, 2006
Water	2	James Whaley	January 1, 2009
Water	3	Gabriel Schwallie	May 23, 2010
Water	4	Brian Kehner	November 1, 2010
Water	5	James Martin	November 30, 2011
Water	6	Robert Beadle	August 1, 2014
Water	7	Daniel Silverstrom	August 18, 2016

BARGAINING UNIT SENIORITY LIST (NON-DWP OPERATORS)			
No.	**Name**	**Current Department**	**Bargaining Unit Date**
1	Jay Swallie	Water	April 18, 1982
2	John Minger	Parks & Rec	July 22, 1990
3	Matthew Morrow	Street	April 29, 1998
4	Anthony Brown	Street	March 27, 2000

5	James Whaley	Water	July 17, 2000
No.	**Name**	**Current Department**	**Bargaining Unit Date**
6	Dan Richards	Street	April 29, 2001
7	Matthew Shaw	Sanitary	July 9, 2001
8	Natividad Martinez	DWP	April 24, 2006
9	Gabriel Schwallie	Water	May 23, 2010
11	Michael Guth	Street	November 1, 2010 **TIE**
11	Brian Kehner	Water	November 1, 2010 **TIE**
12	James Martin	Water	Nov. 30, 2011
13	Robert Beadle	Water	August 1, 2014
14	James McKelvey	Sanitary	June 26, 2016
16	Chris Baker	Sanitary	July 25, 2016 **TIE**
16	Brendan Rogers	Sanitary	July 25, 2016 **TIE**
BARGAINING UNIT SENIORITY LIST (DWP OPERATORS)			
No.	**Name**	**Current Department**	**Bargaining Unit Date**
1	Jesse Cottrell	DWP	January 4, 1993
2	Andrew Williams	DWP	March 13, 2000
3	Ted Schumacher	DWP	February 24, 2003
4	Gary Neisel	DWP	December 28, 2011
5	Jason Steininger	DWP	August 20, 2014
6	Natividad Martinez	DWP	May 6, 2015
7	William Hayhurst	DWP	July 20, 2015

ARTICLE 16 - FUNERAL LEAVE

16.01 Three days excused absence with pay upon the death of the employee's mother, father, sister, brother, spouse, 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.

16.02 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.

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

17.01 The Employer shall provide standardized PPO benefit plan with network / nonnetwork deductible and coinsurance hospitalization, major medical, dental, optical and prescription drug programs with coverage levels and design features as set forth in the December 2015 plan renewal, attached hereto and incorporated as if written herein.

17.02 Effective with the date of this 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.

17.03 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.

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

17.05 In the event of a change of insurance carrier, the current benefits of major medical and hospitalization, dental, optical and prescription drugs shall not be reduced.

ARTICLE 18 - LIFE INSURANCE

18.01 All full-time employees, and any part-time officials as authorized by the Council of the City shall be entitled to term life insurance coverage in the amount 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 19 - INSURANCE & SICK LEAVE EFFECTIVE DATES

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

ARTICLE 20 - PROBATIONARY PERIOD

20.01 All employees shall serve a probationary period of 180 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 appealable 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 21 - JURY DUTY

21.01 Any employee who is called for jury duty, either federal, county or municipal, shall be paid his or her regular salary, less any compensation received for jury duty, when such jury duty conflicts with his work schedule.

21.02 Afternoon shift employees serving on a jury until 12:00 noon or later, will not be expected to report for work on their regular work 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 the following day will be expected to report for work on the night shift following such noon.

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

ARTICLE 22 - MATERNITY LEAVE

22.01 Maternity Leave shall include pregnancy, child birth and related medical conditions.

22.02 Upon written request to the Director of Administration, a pregnant employee may be granted a leave of absence without pay, subject to the following rules.

A. Length of Leave: Leave of absence for maternity leave shall be limited to the period of time that the pregnant employee is unable to perform the substantial, material duties of the employee's position. This period may include reasonable pre-delivery, delivery and recovery time, as certified in writing by a physician, not to exceed 180 days. Such leave shall not include time being requested for the 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 employees accumulated sick leave credit only for the period of time, as certified by the physician's certificate, that the employee isn't able to work as a result of pregnancy, childbirth or related medical conditions. An employee using sick leave credit shall not be prevented from receiving a leave of absence for maternity leave purposes without pay for the remainder of the period as defined in Section .01 of this rule.

D. Service Credit: Authorized leaves of absence under this rule for maternity leave without pay will count as service credit for all purposes related to seniority, provided the employee has properly returned to service and is not serving a probationary period. Employees that do not return to service from a personal leave of absence for maternity leave shall not receive service credit for the time spent on such leave.

E. Employee Benefits: Hospitalization and life insurance benefits will remain in effect as long as the employee is on maternity leave as provided for herein.

F. Return to Service: Upon completion of a leave of service for maternity leave purposes, without pay, the employee shall be returned to the same or similar position within the employee's former classification.

G. Failure to Return: An employee who fails to return to duty upon completion or valid cancellation of leave of absence without pay and without explanation to the Director of Administration, Director of Finance, President of Council or Clerk of Council, whoever is applicable, or their representative, may be removed from the service of the City. An employee who fails to return to service from a leave absence without pay and is subsequently removed from the service is deemed to have a termination date corresponding to the starting date of the leave of absence without pay.

H. Abuse of Leave: If it is found that a leave is not actually being used for the purpose for which it was originally granted, the Director of Administration, Director of Finance, President of Council or Clerk of Council, whoever is applicable, may cancel the leave and direct the employee to report for work by giving written notice to the employee.

I. Such leave shall run concurrently with any applicable FMLA leave.

ARTICLE 23 – SENIORITY, BIDDING, LAY OFF AND RECALL

23.01 Seniority is defined as the status accruing to an employee through length of service which entitles him to preference in transfers, promotions, layoffs, recalls, overtime and choice of vacation time as provided in this Agreement. There shall be three types of seniority defined as follows:

City Seniority is the length of service with City, which shall be determined by the date the employee started employment with the City. Vacation entitlements shall be based on City Seniority.

Bargaining Unit Seniority is the length of service as determined by the date the employee entered a classification covered by this Agreement. Promotions, transfers, layoffs, and recalls shall be based on Bargaining Unit Seniority.

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 is incorporated herein by reference.

ARTICLE 25 - WAGES

25.01 Effective the first full pay period that contains September 1, 2016, employees shall be paid in accordance with the following schedules:

	Date and Amount		
Position	**9-2016**	**9-2017**	**9-2018**
Engineering Technician	23.87	24.35	24.83
Engineering Aide	20.81	21.22	21.65
Building Dept. Inspector	25.46	25.97	26.49
Engineering Coordinator	21.10	21.53	21.96
Backflow Coordinator	21.10	21.53	21.96
Electrical/Mech. Maint. Worker	23.87	24.35	24.83
Group Leader (Water Serv. Admin.)	24.57	25.06	25.56
Gen. Laborer Entry (0-6 months)	13.07	13.33	13.59
Gen. Laborer I (7 mo - 2 yrs)	14.76	15.05	15.36
Gen. Laborer II (3 - 4 yrs)	17.97	18.33	18.70
Serv. Worker I (5 - 6 yrs)	20.47	20.88	21.30
Serv. Worker II (7 - 10 yrs)	21.70	22.13	22.57
Serv. Worker III (11 - 13 yrs)	23.09	23.55	24.03
Service Worker IV (>13 years)	23.87	24.35	24.83
Permits Clerk	16.11	16.43	16.76

25.02 Each full-time, non-probationary employee included in the above rate schedule and employed on or before September 1, 2016 shall receive a one-time payment of $500.00 within one month of the signing of this Agreement.

25.03 Lateral hires are those that are hired at a grade level higher than the General Laborer Entry position. For promotion purposes, lateral hires shall be required to satisfy only the time period for the position in which they were hired, not the sum time of their current grade together with those grades below their own.

Department Seniority is the length of service in a particular job as determined by the date the employee entered said department.

When a vacancy in an existing job or newly created job in the bargaining unit is to be filled, the City will post a notice on appropriate bulletin boards, stating the job, the rate of pay, duties, and other pertinent information. Employees who are interested in applying for the vacant job shall file their applications in writing with the person indicated on the notice within 10 working days after the notice is posted. The applicant with the greatest Bargaining Unit Seniority who is qualified for the position shall be first offered the job and so on until the vacancies have been filled.

The City will not employ contractors to perform work normally and customarily performed by the bargaining unit while bargaining unit members are on lay off with recall rights.

The City will notify the Local Union president at least 15 days prior to any reduction of the workforce. At the Union's request, the City will meet to discuss alternatives, if any, to the intended reductions.
If it becomes necessary to reduce the size of the workforce due to lack of work, lack of funds, or reorganization for proposes of efficiency reductions will be made as follows:

a. Students, temporary, part time, seasonal, and probationary employees within an affected job title will be laid off before any full-time employee within the affected job title.

b. Full time employees within the affected job title will be laid off according to bargaining unit seniority, with the least senior employee being first laid off.

c. Should a laid off employee have greater bargaining unit seniority than another employee occupying a job he is qualified to perform he shall have the right to displace the least senior employee. The displaced employee may displace an employee with less bargaining unit seniority provided he is qualified to perform the job.

d. Laid off employees shall retain the right to be recalled for two years from the date of lay off. Recalls shall be in inverse order of the layoffs.

e. It shall be the responsibility of the laid off employee to notify the City of any changes of address. Notice of recall will be sent via certified mail (return receipt) to the employees address as <u>last</u> listed on the City's records. An employee refusing recall or failing to report for work within 15 days (unless another time is mutually agreed) shall be considered to have resigned and forfeits all employment rights with the City.

25.04 The employer shall reimburse eligible employees a flat amount of $25 toward the cost of a Commercial Driver's License (CDL). Eligible employees are those whose positions require the possession and maintenance of a CDL.

25.05 Effective September 1, 2016, employees who obtain and maintain an Ohio Environmental Protection Agency Class II Water or Wastewater certification shall be paid a $900.00 stipend during the first pay period of December of each year of this Agreement.

25.06 Effective September 1, 2016, employees who obtain an Ohio Department of Agriculture Commercial Applicator license for both category #5 Industrial Vegetation, and #10D Mosquito and House Fly, shall be paid a $900.00 stipend during the first pay period of December of each year of this Agreement.

25.07 Employees holding the titles "General Laborer - Entry Level" through "Service Worker IV" shall be eligible for promotion based on the number of years of service indicated in the above schedule within the job title or within a less senior General Laborer or Service Worker job title. Such promotions are based upon meeting standards to serve effectively in the more senior job title, as determined by the Director of Administration.

The Director of Administration shall determine the applicant's ability to meet standards based upon a performance and job knowledge evaluation conducted prior to the date an employee is eligible for promotion. Job descriptions are readily available in the Administrator's office. Where possible, such evaluation will be conducted at least six months prior to the date an employee is eligible for promotion. Promotion applicants may be re-tested once each six months.

ARTICLE 26 - PENSION PICKUP

26.01 An employee who is a member of 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 employee's savings fund as defined at R.C. 147.47, and that the amount of said employee's contribution to the Public Employees Retirement System of Ohio be paid by the City of North Canton on behalf of the employee; and that the amount of the contribution so paid on behalf of the employee by Employer be added to the salary or wage of the employee in the calculations of pensions and other benefits and is subject to the city of North Canton Income Tax.

ARTICLE 27 - GRIEVANCE PROCEDURE

27.01 Every employee shall have the right to present his grievance in accordance with the Procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except at Step 1, shall have the right to be represented by a person of his own choosing at all stages of the Grievance

Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step in the procedure. The grievance procedure is the exclusive remedy for dispute resolutions under this Collective Bargaining Agreement.

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

A. Grievance - A "grievance" shall be defined as a dispute or controversy arising from the alleged misapplication or misinterpretation of the written provisions of this Agreement.

B. Grievant - The "grievant" shall be defined as any employee, group of employees, within the Bargaining Unit.

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

27.03 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 took place, the identity of the party responsible for causing the said grievance, if known to the grievant, and a general statement of the nature of the grievance and the redress sought by the grievant.

B. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any.

C. If a grievance affects a group of employees working in different locations, with different principals, or associated with an Employer wide controversy, it may be submitted at Step 3.

D. The time limits provided herein will be strictly adhered to 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.

E. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

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

Step 1: An employee who believes he may have a grievance may attempt to resolve the 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 may have a grievance shall submit in writing his grievance to his/her supervisor within ten days of the occurrence of the facts giving rise to the grievance. Any decision issued by the Supervisor and/or his designee shall be made in writing within 10 days of receiving the grievance.

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

ARTICLE 28 - ARBITRATION PROCEDURE

28.01 In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within ten 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.

28.02 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.

28.03 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.

28.04 An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his regular hourly rate for all hours during which his attendance is required by either party. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed five employees.

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

ARTICLE 29 - DRUG TESTING

29.01 This article outlines the program by which policy goals for a drug free workplace at the City of North Canton will be met. It specified and defines the procedures to be used in identifying drug and alcohol use by applicants for safety-sensitive positions and recognizing drug and alcohol use by employees. This program will enable the City to subsequently reject applicants when necessary and assist and/or discipline employees as needed.

29.02 The City of North Canton will make a good faith effort to maintain a drug free workplace by complying with the requirements of the Federal Drug Free Workplace Act of 1988, the Omnibus Transportation Employees Testing Act of 1991, and relevant Department of Transportation regulations, enhancing the health and safety of employees and the public, thereby providing more cost efficient delivery of municipal services. Applicants for safety-sensitive positions will be required to undergo a drug screening and, when necessary, confirmation test, as a component of the physical examination administered to applicants for safety-sensitive positions. A current employee may be required to take a drug screening and confirmation test, or an alcohol test, administered in accordance with this article, upon reporting for work or during work hours when trained supervisors or another eyewitness with credible evidence have cause to believe that the employee has ingested, inhaled, or injected an illicit drug, intentionally misused a prescription drug, or ingested and alcoholic beverage on the job. Any current employee who is required to hold a CDL will be required to take a drug screening and confirmation test, and/or an alcohol test, administered in accordance with this article and relevant federal regulations.

29.03 This policy applies to all departments, all employees and all applicants for positions in this Bargaining Unit. Random drug and alcohol testing applies only to employees holding CDL licenses who operate or who will reasonably be expected to operate any CDL required equipment or vehicles during the year.

This policy covers the following type tests:

A. Pre-employment
B. Random (CDL driver only)
C. Reasonable Suspicion
D. Post-accident
E. Return to Duty
F. Follow up Testing

29.04 Definitions

A. Alcohol means alcohol or any beverage containing more than one-half of one percent of alcohol by volume that is capable of use for beverage purposes, either when alone or when diluted.

B. Drug means a controlled substance as defined by Chapter 3719 of the Ohio Revised Code, entitled "Controlled Substances", and/or Section 202, Schedules I through V of the Federal Controlled Substance Act, including but not limited to marijuana, hashish, "crack", cocaine, heroin, morphine, codeine, opiates, amphetamines, "ice", barbiturates, and hallucinogens.

C. Reasonable suspicion means a conclusion by trained personnel or an eyewitness with credible evidence based on personal observation of specific objective instances of employee conduct, subject to corroboration and documented in writing, that an employee is exhibiting aberrant or unusual on duty behavior which is the type of behavior that is recognized and accepted as a symptom of intoxication or impairment caused by controlled substances or alcohol and is not reasonably explained as a result of other causes such as fatigue, side affects or prescription or over the counter medication, reaction to fumes, smoke or other job related causes or factors. Such behavior may include, but is not limited to, a substantial drop in the employee's performance level, impaired judgment or reasoning, decreased level of attention or sensory abilities, or other behavioral changes.

D. Drug testing means collection of a urine and/or blood specimen by medical personnel and a laboratory analysis of that specimen by Enzyme Immunoassay (EMIT) screening and confirmatory testing using the Gas Chromatograph/Mass Spectrometry (GC/MS) methods and procedures, or the most current and appropriate technology. No other testing procedures or

methods may be utilized unless negotiated with the Union, or mandated by Federal Regulations.

E. Medical Review Officer (MRO): The MRO interprets the laboratory results of the drug tests and reports positive results to our company after verifying that there are no valid medical explanations for the positive results. This individual shall be a licensed doctor with a background in substance abuse.

F. Breath Alcohol Technician (BAT): The BAT shall be Responsible for collection of breath samples for alcohol testing. The BAT shall be trained in the operation of the Evidential Breath Testing (EBT) device used to conduct the test.

G. Substance Abuse Professional (SAP): The SAP will evaluate the employee's situation, prescribe an appropriate treatment program, if necessary, and schedule unannounced follow-up testing once the employee has returned to duty.

H. Alcohol Testing: Means the use of a breath alcohol monitoring machine which is currently the Evidential Breath Testing (EBT) device.

29.05 Employee Procedures and Notification

Employees are notified that:

A. City rules and regulations prohibit the use, sale, manufacture, or possession of illicit drugs or alcohol, or misuse or resale of prescription or over-the-counter medications while on duty or on City property or in a City vehicle. Violation of these rules and regulations will subject the employees to discipline, up to and including discharge.

B. Any employee who brings any mood-altering nonprescription drugs including, but not limited to: amphetamines, barbiturates, marijuana, alcohol, morphine, cocaine, tranquilizers, PCP or any of their derivatives on to City property or any City work site will be immediately removed from the workplace, referred for rehabilitation and subject to disciplinary action up to and including discharge.

C. Any employee found selling any illegal or prescription drugs of any sort on any City property or work site shall be immediately discharged from the City's service and may be subject to criminal charges, whether the employee is on or off duty.

D. Reasonable suspicion drug testing may be administered only where there is evidence to believe that, the employee to be tested is using, consuming, or under the influence of an alcoholic beverage, non-prescription controlled substance (other than over-the-counter medication) and/or nonprescription drugs while on duty. Based on reasonable suspicion by two trained supervisors, if two are available, or credible evidence received from an eyewitness(es), employees will be required to submit to testing for drug or alcohol use. Prior to such testing, the supervisors must document in writing who is to be tested and why the test was ordered including any specific objective facts constituting reasonable suspicion and the name of any informants or sources of the information which includes physical evidence submitted. One copy of this document shall be given to the unit employee before testing and one copy shall be provided to the Union as soon as possible. Failure to follow any of the above steps shall result in elimination of the test results as if no test were administered.

E. Discipline imposed for a violation under Reasonable Suspicion will not be governed by the discipline progression in this Article, which is applicable to

CDL Random test results. A positive result received for purposes under reasonable suspicion will result in discipline up to and including discharge.

F. Any employee who by their negligence is involved in an accident of any type which causes, or may have caused, an injury to themselves or others, and/or property damage in excess of $150.00, may be subject to drug and/or alcohol testing.

29.06 Random Testing.

A percentage equal to 50 percent of the City's average driver position employees who hold a CDL will be tested for drugs, and a percentage equal to 10 percent of the City's driver average position shall be tested for alcohol annually.
Regulatory Requirements.

A. An employee who works in a covered position and/or is reasonably expected to operate any CDL required equipment or vehicles shall be subject to drug and alcohol testing on an announced and random basis. A refusal to submit to these tests shall be presumed as a positive test, subjecting the driver to disqualification and discipline, up to and including discharge.

B. The employer shall administer drug tests equal to 50 percent of covered employees, each calendar year. Based on the number of positive tests, this requirement may be reduced to 25 percent per year after two years, subject to Federal regulations.

C. The employer must administer alcohol tests equal to the percentage of covered employees, each calendar year as prescribed by Federal regulations.

D. Each employee who works in a covered position and/or is reasonably expected to operate any CDL required equipment or vehicles shall be in a pool from which the random selection shall be made. Each employee in the pool shall have an equal chance of selection and shall remain in the pool, even after the employee has been tested.

E. An employee shall be selected for drug and/or alcohol testing by computer software program, or other mutually agreed to method, designed to ensure that selection will be completely objective and anonymous. This selection process will be accomplished by the drug testing facility or by a joint City Union selection process, on the morning of the test and the list shall be time stamped. The Union shall receive a copy of the list of employees selected for these tests upon arrival at the test site.

F. The random drug testing shall be spread through the 12-month period. The random selections will be done quarterly. The selection will occur at a different time each quarter to insure against predictable selection dates.

G. The employer shall submit a list of employees subject to the random test, including the employee's identification numbers as verified by the Union, to the testing facility.

H. The employer will then notify the employee that he/she has been selected for random testing on the morning or afternoon of the test, depending on which shift the employee is working. The employee shall then report immediately to the testing facility.

I. If the test results are negative, all documentation regarding the testing will be destroyed pursuant to law.

J. If the test results are verified positive, the MRO will not notify the employer's designated representative of a positive test result until he has first had consultation with the employee. The employee shall be removed from his/her safety sensitive position. The employee, within 72 hours of receipt of actual notice from the MRO may request that the split sample be forwarded by the first laboratory to another independent and unrelated DHHS approved laboratory selected by the Union for conformity testing of the presence of a drug at the employee's expense and/or the Union's expense. If a driver requests that a split sample be tested, then disciplinary action will only take place after the first (1st) laboratory reports a positive finding and the second (2nd) laboratory confirms the presence of the drug. However, the driver will be

taken out of service once the first (1st) laboratory reports a positive finding while the second (2nd) test is being performed. The driver shall not be entitled to payment of lost time during the period that the driver has been removed from service as required by DOT regulations, unless the results of the second (2nd) test is negative. Disputes may be settled by a mutually chosen 3rd test procedure. Any driver testing positive for drugs or prohibited levels of alcohol in any DOT drug test shall be suspended for a period of 45 calendar days and referred to the City's Employee Assistance Program (EAP) for rehabilitation and consultation, unless the CDL holder's job-related actions have resulted in serious bodily harm or death, and/or felony charges, in which event the employee would be subject to additional due-process discipline up to and including discharge. This provision also applies to employees who bid on and are awarded CDL positions who subsequently undergo pre-placement screening and tests positive prior to being placed in the position.

29.07 Post Accident.

A. If an employee operating a City vehicle during work hours is involved in an accident where major damage and bodily harm has occurred to himself or herself or any other person or has been cited for violating the traffic laws except where no law enforcement agency has been called to make a report, shall be cause for reasonable suspicion and may be tested for possible substance abuse. A positive result will subject the employee to discipline up to and including termination.

B. All covered employees involved in, or contributing to an accident, or who cannot be completely discounted as a contributing factor to an accident where either vehicle has to be towed, or a citation has been issued to the driver shall be tested immediately within two hours, but under no circumstances more than eight hours from the time of the accident.

C. A decision not to administer a post accident drug test shall be made by the employee's Department Head. That decision may be superseded by the local Law Enforcement Official and/or Director of Administration. The determination shall be based on the best information available at the time.

D. The urine sample for a post-accident drug test shall be collected as soon as possible but not later than eight hours after the accident.

E. Implementation Procedures.

1. Any driver involved in a reportable accident as defined by this policy, shall notify their Department Head at the first available opportunity after the accident, at which time the driver will be advised to report to an appropriate collection site in order to provide the appropriate samples. To

the extent possible, the driver should not transport himself/ herself to the collection site, but should arrange for someone else to transport him/her. However, if local law enforcement officials are on the scene of the accident and request the driver to undergo urine, and/or breath tests, the driver shall simply comply with those demands.

2. In the event the driver is seriously injured and unable to provide the necessary samples, he/she shall authorize the health care provider to release to the employer any information necessary to indicate the presence of any controlled substance or alcohol in his/her system.

3. The Department Head will be responsible to see that the employee knows that he/she must report to a collection site for testing as soon as possible but not later than eight hours after the accident.

F. Prior to such testing, employees shall be required to sign a form acknowledging testing and to sign for chain-of-custody. Failure or refusal to sign the acknowledgment form or to submit to these tests shall be presumed as a positive test, subjecting the driver to removal from service, which is cause for a charge of insubordination and will result in disciplinary actions, which could include discharge.

29.08 Testing Procedures.

The following test procedure shall apply to all urine tests administered to Bargaining Unit employees:

A. Urine and/or blood specimens shall be collected at the approved laboratory as stated below in section (E), or at an accredited medical facility when necessary after an accident.

B. A Union representative shall be allowed to accompany the employee to the test and observe collection, bottling and sealing of the specimen. The employee shall not be observed when the urine specimen is given.

C. Employee shall choose two specimen containers from a lot of at least 12 identical containers. All specimen containers, vials or bags used to transport the samples shall be sealed with evidence tape and labeled in the presence of the employee and Union representative.

D. Testing shall be done by a laboratory certified as a medical and forensic laboratory which complies with the scientific and technical guidelines for federal drug testing programs and Standards for Urine Drug Testing for Federal Agencies issued by the Alcohol, Drug Abuse and Mental Health

Administration of the US Department of Health and Human Services. (53 Fed. Reg. 11970 (4/11/88)).

E. The Employer shall choose the laboratory to be utilized for toxicology testing on a yearly basis.

F. The following standards, or the most current mandated standards, shall be used to determine what levels of detected substances shall be considered positive:

	Screening Test	Confirmation
Amphetamines	1,000 ng/ml	500 ng.ml GC-MS
Marijuana	50 ng/ml	15 ng/ml GC-MS
Cocaine	300 ng/ml	150 ng/ml GC-MS
Opiates	2000 ng/ml	2000 ng/ml GC-MS
PCP	25 ng/ml	25 ng/ml GC-MS
Alcohol (Breath)	.08 (Illegal per se) .04 (Employees with CDL) .02 - .039 (Employees with CDL will be removed from service for 24 hours)	

G. Tests which are below the levels set forth above shall be determined as negative. If test results are negative, all non-required documentation regarding supervisor's observations and testing will be destroyed.

H. At the time the urine specimen is collected two samples will be taken. One sample will be sent to the laboratory to be tested at the employer's expense. If the first sample tests positive then upon written request by the employee within 72 hours, the second sample shall be tested separately at an approved laboratory chosen by the Union. The cost of testing the second sample shall be borne by the employee or Union. All test results are to be reviewed by the MRO before being released.

I. Breath alcohol testing for CDL operators, using an approved device, with any results less than .02 alcohol concentration shall be considered a "negative" test. If any results test between .02 and .039, the operator shall be removed from his position for 24 hours and re-tested prior to being permitted to return to duty at the scheduled start of his next full shift following the suspension. A test result of .04 or greater shall be considered a "positive" test. The employee will be suspended for 45 days, referred to the SAP and subject to

the conditions in paragraph B below. Breath alcohol testing for all other employees with a .08 alcohol concentration or greater, shall be considered a "positive" test.

29.09 Test Results.

A. All test results shall be treated as confidential medical records.

B. If the results of the tests administered by the employer on the sample shows that the employee while on duty was under the influence of or drank, smoked, inhaled, or injected alcoholic beverages, non-prescription narcotics, marijuana, cocaine, PCP, or non-prescribed amphetamines, appropriate disciplinary action may be administered after the following procedure has been followed.

C. The employee and the Union shall be given a copy of the laboratory report of the specimen sample before discipline is administered. The employee, within 72 of receipt of actual notice from the MRO must request that the split sample be forwarded by the first laboratory to another independent and unrelated DHHS approved laboratory selected from a list approved by the Union for conformity testing of the presence of the drug. Failure of the Union or employee to have a second test performed shall not be used against the employee as a basis for discipline or in an arbitration proceeding. After considering the results of the second test the City may discipline the employee for a positive random test result, provided that any employee who tests positive for illegal use of any drug including alcohol as first offense be suspended for 45 calendar days and referred to the City's Employee Assistance Program (EAP). All referrals for rehabilitation will be to the City's EAP. Employee's who are suspended must show proof of ongoing cooperation with the recommendations of the EAP; failure to comply will result in termination.

D. A Substance Abuse Professional shall be mutually selected by the Union and the employer. Employees who are suspended must show proof of ongoing cooperation with the recommendations of the SAP; failure to comply will result in termination.

E. If an employee who has tested positive for drug or alcohol abuse under this policy is referred to an inpatient or outpatient treatment center, said employee shall sign a release of medical information statement and all drug test results, records of admission progress, discharge and after care will be forwarded to the Director of Administration. Records regarding rehabilitation will be kept in confidential files separate from personnel files. Said employee shall not be permitted to return to work unless the prescribed treatment program has

authorized his or her return. Continued employment is dependent upon documentation of the employee's continued, successful participation in recommended after care programs and random drug testing.

F. Employees who follow the recommendations of the counseling and rehabilitation program as established by the SAP will be required to provide a urine sample prior to their return to work from a failed drug test or for refusing to submit to a test. The employee is subject to unannounced testing the consists of at least six tests in the first 12 months following the employee's return to duty. Based on the recommendation of the SAP, the employer may continue follow-up testing for an additional four years. A second positive test will result in termination.

G. If an employee is convicted of any drug crime, the employee is to report it to his/her Department Head within five days of the conviction. The employee may be subject to disciplinary action and will be referred for rehabilitation.

29.10 Voluntary Assistance.

A. Employees may request to use vacation, paid sick leave, continued disability, or medical leave of absence to voluntarily enter inpatient medically supervised rehabilitation facilities. Rehabilitation leave is subject to reasonable limitation and the City's insurance policy.

B. Employees in positions outlined in safety-sensitive positions who are taking medical prescriptions must furnish to their supervisor a statement from a physician specifying the drug being taken and whether the drug will interfere with safe performance on the job. If the statement has been delivered to the employee's supervisor before receipt of drug test results, a positive finding of the prescribed drug may not necessarily be grounds for discipline.

C. Employees occupying safety-sensitive positions who seek promotions or transfers into other safety sensitive positions will be required to submit to drug testing as provided for in the collective bargaining agreements or mutually agreed to work rules.

D. The policy will be implemented in a consistent, nondiscriminatory manner. Bargaining Unit employees will be provided information concerning the impact of the use of drugs on job performance. Unit employees shall be trained to recognize the symptoms of drug abuse, impairment and intoxication. All unit employees will be informed of the causes for testing, how well the tests perform and what tests will be conducted.

E. The employer has established an Employees Assistance Program (EAP) for employees that will train and assist them in these matters. All City supervisors and Union representatives are required to attend at least two hours of training under this policy.

F. All newly hired unit employees will receive the information on their initial hire date. No unit employee shall be tested until this information is provided to the employee.

29.11 Supervisor Training.

Supervisors shall be trained:

A. To recognize the symptoms of drug abuse, impairment and intoxication and to identify the elements of determination of reasonable suspicion.

B. To effectively and appropriately intervene in reasonable suspicion instances.

C. To identify basic categories of drugs and their effects.

D. To understand the methods of the employer's drug and alcohol testing procedures.

E. To effectively and appropriately document reasonable suspicion cases.

F. To make referrals to the City's EAP and understand the services provided.

G. To implement disciplinary measures appropriately.

29.12 Procedures for Testing Employees.

A. A supervisor who has reasonable suspicion that an employee is unfit for duty because he/she appears to have ingested, inhaled, or injected an illicit drug, or to have taken a prescribed drug in a manner inconsistent with the physician's direction for use, or has ingested an alcoholic beverage when reporting for or while on duty must:

1. Prohibit the employee from working or continuing to work.

2. Notify another supervisor or Department Head and request another person (preferably another supervisor) to observe and review the specific objective indicators of employee conduct to confirm that reasonable suspicion exists. The employee shall not be subject to testing without the confirmation of reasonable suspicion by another witness.

3. Transport the employee, or make arrangements for transportation, to the designated medical facility identified by the City for testing. After testing, arrangements should be made for safe transportation to the employee's residence or a place selected by a relative or friend of the employee.

4. Prepare appropriate documentation and take appropriate disciplinary action.

5. If facts and circumstances warrant, the employee may be referred to the City's EAP for assistance.

B. Supervisors are prohibited from demanding or encouraging drug or alcohol testing without reasonable suspicion. Willful disclosure of test results to persons not involved in the disciplinary procedure may merit appropriate disciplinary action which could include discharge.

29.13 Responsibilities.

A. Department Heads are responsible for:

1. Notification to employees as specified in Section 5 and for training of supervisors as outlined in Section 6.

2. Notification of the Director of Administration of any employee's work related drug offense convictions.

B. The Director of Administration or their designee is responsible for furnishing professional aid to departments for Section 12-A activities.

C. The City's EAP is responsible for providing assistance to employees who choose to utilize their services. The Director of Administration is responsible for maintaining records for all examinations, tests and results in employees' medical files and for ensuring privacy and confidentiality. Willful disclosure of test results to unauthorized persons may merit appropriate disciplinary action which may include discharge.

D. The designated medical facility is responsible for obtaining a signed consent form from the employee, for medical examination and collection of specimens necessary for drug and alcohol testing in a designated laboratory, for arranging transportation of the specimen to the laboratory and for receiving test results in accordance with legally and medically approved procedures, methods and techniques. Test results will be communicated to approved departmental personnel immediately upon receipt from the Lab.

E. Supervisors are responsible for documenting poor performance, for recognizing reasonable suspicion of drug or alcohol use by employees and for carrying out procedures outlined in Section 12 above.

29.14 Indemnity Clause.

The Employer and the Union agree to hold each other harmless and to bear their own expenses incurred in litigation that arises from the implementation of the federally mandated CDL alcohol and drug screening policy, unless otherwise determined by an arbitrator and/or court of law.

29.15 Legal References.

Ohio Revised Code, Chapter 3719
Federal Controlled Substance Act, 21 U.S.C. 812
Drug Free Workplace Act of 1988, Public Law 100-790 (1988)
Omnibus Transportation Employee Testing Act of 1991
Ohio Department of Transportation Regulations

ARTICLE 30 - DURATION OF AGREEMENT

30.01 This Agreement is effective from September 1, 2016 through August 31, 2019. This Agreement shall continue from year to year unless a party to the Agreement gives 60 days written notice of intent to negotiate a new Agreement. In the event such notice is given to a party, the procedures for negotiations contained in Ohio Revised Code Chapter 4117 shall apply.

Agreed to by the Parties this 13th day of September 2016.

For the Union

Richard Cossell

Dan Richards, Local President

Committee Member

For the City of North Canton

Honorable David J. Held, Mayor

Timothy L. Fox, Director of Law
(As to form and content.)

APPENDIX A, SCHEDULE OF BENEFITS
EFFECTIVE 12/1/2015

MEDICAL BENEFITS	NETWORK	NON-NETWORK
Lifetime Maximum	None	None
Annual Plan Maximum	Unlimited	Unlimited
Annual Deductible per Individual	$500	$500
Annual Deductible per Family	$1,000	$1,000
Maximum Out of Pocket per Individual	$2,000	$3,500
Maximum out of Pocket per Family	$4,000	$7,000
- Does the Maximum Out of Pocket Include the Annual Deductible?	Yes	
- Does the Medical Network out of pocket include Rx?	No	
Prescription Out of Pocket - Individual	$4,350[5]	
Prescription Out of Pocket - Family	$8,700[5]	

Inpatient Hospital Care

Semi-Private Room	90%[1]	70%[2]
Surgery	90%[1]	70%[2]
Physician	90%[1]	70%[2]
- Accumulation Type	See Note	
-- Visits	1	
-- Notes:	No more than 1 visit per specialist per day.	
Ancillary Services	90%[1]	70%[2]
Rehabilitative Therapy	90%[1]	70%[2]
Physical Therapy (Illness/Injury Related)	90%[1]	70%[2]
-- Notes:	Must be to improve body function.	

Outpatient Services

Emergency Room (Emergent)	90%[1]	90%[2]
Emergency Room (Non Emergent)	90%[1]	70%[2]
Urgent Care Facility (Emergent)	90%[1]	70%[2]
Urgent Care Facility (Non Emergent)	90%[1]	70%[2]
Pre-Admission Testing	90%[1]	70%[2]

NON-MEDICAL BENEFITS	NETWORK	NETWORK
Diagnostic Testing/Laboratory/X-Ray	90%[1]	70%[2]
Same Day Surgery	90%[1]	70%[2]
Speech Therapy (Illness/Injury Related)	90%[1]	70%[2]
Occupational Therapy (Illness/Injury Related)	90%[1]	70%[2]
-- Notes:	Must be to improve a body function.	
Physical Therapy (Illness/Injury Related)	90%[1]	70%[2]
-- Notes:	Must be to improve a body function.	
Respiratory Therapy	90%[1]	70%[2]

APPENDIX A SCHEDULE OF BENEFITS cont.

MEDICAL BENEFITS		NETWORK	NON-NETWORK
Nursing Care			
Home Health Care (Utilization Management approval required)		90%[1]	70%[2]
- Accumulation type	Calendar Year		
-- Visits	100		
Skilled Nursing Facility (Utilization Management approval required)		90%[1]	70%[2]
- Accumulation type	Calendar Year		
-- Visits	120		
Hospice Care (Utilization Management approval required)		90%[1]	70%[2]
- Is Bereavement Counseling covered?	Covered		
Private Duty Nursing (Utilization Management approval required)		90%[1]	70%[2]
- Accumulation Type	Calendar Year		
-- Days	120		
Other Services			
Second Surgical Option		90%[1]	70%[2]
Maternity Care – Is coverage based on services rendered?	Yes		
Durable Medical Equipment		90%[1]	70%[2]
Cardiac Rehab Inpatient (Phase 1)		90%[1]	70%[2]
Cardiac Rehab Outpatient (Phase II)		90%[1]	70%[2]
Cardiac Rehab (Phase III) This is not a covered service.			
Ambulance		90%[1]	90%[1]
Care in the Physician's Office			
Visits for Illness		100%[1]	70%[2]
- Copayment		$25	
Visits for Injury		100%[1]	70%[2]
- Copayment		$25	
Specialist Visit for Illness		100%	70%[2]
- Copayment		$25	
Specialist Visit for Injury		100%	70%[2]
- Copayment		$25	
Diagnostic Testing/Laboratory/X-Ray		100%	70%[2]
- Copayment		$25	
Surgery		100%	70%[2]
- Copayment		$25	
Allergy Tests		100%	70%[2]
- Copayment		$25	
Allergy Extract		100%	70%[2]
- Copayment		$25	
Allergy Injections		100%	70%[2]
- Copayment		$25	
Speech Therapy (Illness/Injury Related)		90%[1]	70%[2]
Occupational Therapy (Illness/Injury Related)		90%[1]	70%[2]
-- Notes	Must be to improve a body function.		

APPENDIX A SCHEDULE OF BENEFITS cont.

MEDICAL BENEFITS		NETWORK	NON-NETWORK
Physical Therapy (Illness/Injury Related)		90%[1]	70%[2]
-- Notes		Must be to improve a body function.	
Respiratory (Illness/Injury Related)		90%[1]	70%[2]
Preventive Care			
Well Child Care		100%	70%[2]
Are immunizations included in well child care?		Yes	
-- Age limitation (through age)		21	
Routine Physical Exam		100%	70%[2]
- Other Services (i.e. preventive screenings)		100%	70%[2]
Routine Prostate/PSA Screening		100%	70%[2]
- Accumulation Type		Calendar Year	
-- Tests/Treatment	1		
Routine Gynecological Exam		100%	70%[2]
- Accumulation Type		Calendar Year	
-- Visits	1		
Routine Pap Test/Smear		100%	70%[2]
- Accumulation Type		Calendar Year	
-- Tests/Treatment	1		
Routine Immunizations		100%	70%[2]
Routine Mammograms		100%	70%[2]
- Accumulation Type		Calendar Year	
-- Tests/Treatment	1		

Mental Health and Alcohol/Substance Abuse

The Mental Health Parity and Addiction Equity Act of 2008 (MPHAE): Inpatient Coverage will be paid the same as any other in-patient stay. Refer to Inpatient Hospital for benefit level.

	NETWORK	NON NETWORK
Outpatient Treatment Program – in lieu of inpatient stay (PHP or Partial Hospital Program) or Outpatient treatment (IOP or Intensive Outpatient Program) will be paid as any other outpatient service.	90%[1, 3]	70%[2,3]
Affiliates		
Chiropractors	90%[1]	70%[2]
- Diagnostic Services	90%[1, 3]	70%[2,3]
- Other Services	90%[1, 3]	70%[2,3]
- Accumulation Type	Calendar Year	
-- Visits	12	
Podiatrists	100%	70%[2]
- Copayment	$25	
- Diagnostic Testing	100%	70%[2]
- Surgery-Office	100%	70%[2]
- Other Podiatry Services	100%	70%[2]

Additional

Precertification may be required.

Are Network and Non-Network deductibles and out of pocket amounts integrated?	Yes
Are deductibles embedded?	Yes
Are out of pocket expenses embedded?	Yes.

This information is intended to provide a summary of benefits. Not all benefit descriptions and exclusions are included in this summary.

Usual, Customary and Reasonable charges or UCR means allowable fees for covered services. We will not pay that portion of the non-network provider fees that exceed UCR. You may be responsible for paying that amount.

[1]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 Plan Copayments are subject to an 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 those expenses not included in the 100% reimbursement provision.

[2] An annual deductible of $500 per person/$1,000 per family is applied first before any benefits are paid to 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 not included in the 100% reimbursement provision.

[3]In accordance with the Mental Health Parity and Addiction Equity Act of 2008, which prohibits discrimination in the coverage for diagnosis, care, and treatment of mental illnesses and/or substance abuse.

[4]Preventive Care includes the recommended preventive services required to be covered without cost sharing under federal law.

[5]The Prescription Plan's copayments and coinsurance are subject to an annual maximum of $4,350 per person/$8,700 per family. Once you have met this maximum, the Plan begins to pay covered pharmacy expenses at 100% except for penalties, which are not included in the 100% reimbursement provision. The Prescription Plan out-of-pocket maximum is not included in the Medical Plan out-of-pocket.

Benefits

	Retail	Mail
Generic: (1st Tier)	$10.00 or 20% whichever is greater	$27.00
Preferred: (2nd Tier)	$20.00 or 30% whichever is greater	$48.00
Preferred: (3rd Tier)	$30.00 or 35% whichever is greater	$74.00
Non-Preferred:(4th 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.

1st Tier is defined as all generic drugs (subject to plan limitations)
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.

ADDITIONAL PLAN SPECIFICATIONS

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.

Non-Network Pharmacies

If you use a Non-Network pharmacy, you must purchase the prescription and mail into AultCare for reimbursement. We will reimburse up to the maximum amount we would pay if you used a Network Pharmacy. The above co-payments and co-insurance will not apply.

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.

Oral Cancer Medication

Please note that orally administered cancer medication coverage shall be no less favorable than coverage for intravenous and injected cancer medications in accordance with the same law.

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 medication. Please note that the brand name medication will be covered 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/Preventive Care Guidelines

In response to Patient Protection and Affordable Care Act and Preventive Care Guidelines, certain medications will be covered at 100% with no cost to You.

In order to receive a medication at no cost, the following criteria must be met as it applies to You:

- Obtain a written prescription from Your physician, even if over-the-counter.
- If a Generic version is available, the Generic version will be covered at no cost to You, however the brand version will be subject to Your Plan's Cost Sharing.
- If a Generic version is not available, the Name Brand will be covered at 100%.
- If you are unable to take a Generic version, Prior Authorization is required for the Name Brand Medication. If approved, the name Brand will be covered at 100%.

For a complete list of these medications please visit the AultCare website at www.aultcare.com or call the Aultcare Service Center 330-363-6260 or 1-800-344-8858.
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 the secondary payment.

If 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 devises, and lancets
- Insulin (prescription only), Insulin syringes/needles (prescription only)
- Injectable medications
- Over-the-counter medications, aids, and devices required under Health Care Reform/Preventive Care Guidelines
- Tobacco cessation medications, aids, and devises required under Health Care Reform/Preventive Care Guidelines
- Contraceptive medications, injectables, and devices
- Fertility medications
- Impotence medications -- *Prior authorization is required. Limit of 8 tables per 30 days or maximum of

30 tablets per 30 days for low dose daily dosing retail and 24 tablets over 90 days or maximum of 90 tablets per 90 days for low dose daily dosing. Member will pay the Life Enhancing co-pay.
- Immunosuppressives
- Migraine medications
- Prenatal Vitamins - all other 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.

Services Not Covered

- Lost, stolen, or damaged medications
- Experimental, investigation or unproven drugs
- Blood or Plasma
- Therapeutic devises or appliances, including support garments and other non-medical substances, unless otherwise specified.
- Charge for injections or administration of a drug
- A prescription that may be received without charge under Workers' Compensation Laws or 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 in-patient 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. All medications required under Health Care Reform/Preventive Care Guidelines are covered.
- Medical supplies except for Diabetic supplies
- Replacement prescriptions (lost, stolen, or broken)
- 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 Aultcare Service Center at 330-363-6360 or 1-800-344-8858 for a listing of these medications.

Definitions

GENERIC DRUG (generic drugs, short: generics) means a drug defined as "a drug product that is comparable to a brand/reference listed drug product in dosage form, strength, quality and performance characteristics, and intended use." It has also been defined by a term referring to any drug marketed under its chemical name without advertising.

BRAND NAME DRUG means a medication sold by a pharmaceutical company under a trademark-protected name. Brand name medications can only be produced and sold by the company that holds the patent for the drug. Brand name drugs may be available by prescription or over the counter.

PREFERRED STATUS means the product is a more cost effective choice within a therapeutic category.

NON PREFERRED STATUS means that the product is not a more cost effective choice within a therapeutic category.

Dental Charge Benefits through Preferred Provider Network

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

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

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

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

Vision Charge Benefits

Percentage Payable ($15 co-pay then 100%) 100%

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