

BARGAINING HISTORY

This Fact-Finding Report relates to a collective bargaining agreement between the City of North Canton (hereinafter, the City) and the North Canton Professional Paramedic Association, IAFF, Local 3489 (hereinafter, the IAFF) which will cover Paramedics, Firefighter/EMT/Inspectors and EMT Captains. The Paramedics have had a collective bargaining relationship with the City for approximately twenty-one (21) years and the Firefighters have had a collective bargaining relationship with the City for approximately six (6) years. The expiring collective bargaining agreement is the first in which both the Paramedics and Firefighters were represented under a single agreement. The expiring collective bargaining agreement had a duration from August 1, 2003 through July 31, 2006.

The parties hereto had negotiated for a new collective bargaining agreement and a tentative agreement had been reached between the City and the IAFF bargaining committee in September of 2006. There were three (3) major components to the economic portion of the tentative agreement:

1. Changes in Health Insurance requiring employee contribution toward premiums, increased deductibles and out-of-pocket charges and a provision requiring employee spouses under certain circumstances to enroll in health insurance plans provided through their employers.
2. A general wage increase of 3% a year for each year of a three (3) year contract.
3. The elimination of the Sunday Premium and incorporation of the value of the premium into the wage rate, each bargaining unit member, regardless of seniority and classification receiving an adjustment of one thousand eight hundred dollars (\$ 1,800.00).

The bargaining unit, however, overwhelmingly rejected the tentative agreement and the parties continued to negotiate for a successor agreement. Being unable to reach a final agreement, the parties proceeded to Fact-Finding.

INTRODUCTION

Preliminary Matters:

The Fact-Finder was appointed on July 6, 2006. The parties thereafter mutually extended the period for negotiations. The Fact-Finding Hearing was scheduled for November 29, 2006 with a telephone Pre-Hearing Conference scheduled for November 27, 2006. A copy of the current Collective Bargaining Agreement and the Position Statements of each party were timely received by the Fact-Finder as required under the Ohio Administrative Code. In addition, copies of the agreed items and the Tentative Agreement were also furnished to the Fact-Finder and made a part of the record being attached hereto as Exhibits A and B respectively.

The IAFF, in its Position Statement, indicated that there were four (4) issues which remained unresolved by the parties:

1. Hospitalization
2. Wage Scale
3. Certification and Training
4. Hours of Work

The Position Statement of the IAFF reflected agreement to the proposed Article 30, Section 2 of the City, including the Memorandum of Understanding regarding the Wage Re-Opener.

The City, in its Position Statement indicated that there were four (4) issues which remained unresolved by the parties:

1. Hours of Work
2. Hospitalization
3. Overtime Pay
4. Wage Scale

A Pre-Hearing Telephone Conference was held on November 27, 2006. In the Pre-Hearing Conference, the description of the bargaining unit was clarified to indicate that unit consisted of twelve (12) employees as follows:

Paramedics	6
Firefighter/EMT/Inspectors	3
EMT Captains	3

The parties confirmed that additional tentative agreements had been reached on the various items attached hereto as Exhibit C. It was noted that there were discrepancies between what were identified as open issues by the respective parties, it being indicated that the issue involving the Overtime provision may have been resolved. It was noted by the Fact-Finder that while the parties had agreed in principle that the issue of Health Insurance had been resolved on the basis of a "Me Too" agreement with respect to the resolution of that issue with the Police Unit, neither party had provided mutually agreed final language to reflect that agreement. It was also noted that the informal statements of the parties with respect to their understanding operation of the "Me Too" were somewhat inconsistent. Based on the discussions in the Pre-Hearing Conference, the

Fact-Finder noted that the parties had reached an understanding with respect to the issue of retroactivity of the contract provisions, but that no final language had been submitted by the parties relative to retroactivity. Discussion was had relative to an agreed decision date by the Fact-Finder, but no resolution was reached with respect to that issue by the close of the Pre-Hearing Conference.

The parties were requested by the Fact-Finder to review the question of whether agreement had been reached regarding the overtime provision and were further directed to review, discuss and prepare final language reflecting a confirmation of their verbal agreements on the "Me Too" provision and retroactivity. The parties were further directed to discuss an agreed decision date for the Fact-Finding Report.

The Fact-Finding Hearing was conducted at the North Canton City Hall on November 29, 2006. In preliminary discussions, the parties resolved issues relative to Certification and Training, Overtime and the "Me Too" provision. It was stipulated that the parties were to forward final language with respect to said articles to the Fact-Finder by email for incorporation into this report.

The sole issues remaining for determination by the Fact-Finder related to the amount of the yearly wages increases (Wage Issue) and the calculation and applicability of the wage adjustment (Re Base) to compensate bargaining unit employees for the elimination of the Sunday Premium (Re Base Issue). A hearing was conducted concerning the remaining issues.

The Fact-Finder advised the parties that consideration of the economic issues may be dependent upon the decision of the Fact-Finder with respect to the Police Patrolmen's Unit. The parties stipulated that said decision would be furnished to the

Fact-Finder and that the same could be considered in the rendering of the decision in this matter. A copy of the decision was subsequently forwarded and has been made a part of the record hereof.

The parties had communicated to the Fact-Finder that the deadline for the issuance of the Report was to be December 22, 2006. The parties, at hearing, however, stipulated that the issue date of the Report was to be December 11, 2006. The parties further stipulated that a copy of the Report of the Fact-Finder was to be served by email to each of the parties on said date in addition to being sent by express mail. The Fact-Finder advised the parties that should problems arise regarding the timing of the decision that the parties should place a conference call to the Fact-Finder to discuss that issue.

Hearing in Chief:

The Fact-Finding Hearing was conducted pursuant to the Ohio Collective Bargaining Law and the Regulations of the State Employment Relations Board on November 29, 2006 in the City Hall of the City of North Canton. The parties were given full opportunity to present testimony and documentary evidence in support of their respective positions. Appearing for the parties were the following:

On behalf of the Employer:

Nicolas Codrea	Economist
John Bacon	Fire Chief
Earle E. Wise, Jr.	City Administrator
Julie A. Herr	Director of Finance

On behalf of the Employee Organization:

Russell M. Pry, Esq.	Attorney
John Kastor	Firefighter/EMT/Inspector
Greg Selmann	Paramedic
Gary W. Coen	Firefighter/EMT/Inspector

In making the recommendations in this report, consideration was given to the following criteria listed in Rule 4117-9-05(K) of the State Employment Relations Board:

- (1) Past collective bargaining agreements between the parties;
- (2) Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to the factors peculiar to the area and classification involved;
- (3) The interest and welfare of the public, the ability of the Public Employer to finance and administer the issues proposed and the effect of the adjustments on the normal standard of public service;
- (4) The lawful authority of the Public Employer;
- (5) The stipulations of the parties;
- (6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment

Post-Hearing Discussions

The Fact-Finder, after hearing, in drafting this report, noted a "glitch" in the wage scale. The prior wage scale had provided for wage steps at six (6) months, twelve (12) months and eighteen (18) months while the new wage scales provided for steps at one (1) year, eighteen (18) months and two (2) years. Both parties, in Re Basing, had incorporated rates in the wage scale adopting the previous six (6) month rate as the one year rate, adopting the previous twelve (12)

month rate as the eighteen (18) month rate and adopting the previous eighteen (18) month rate as the two (2) year rate.

The Fact-Finder contacted the parties via email to resolve the ambiguity. In a conference call involving counsel for both parties, it was discovered that there had been a verbal agreement in the negotiations for the Tentative Agreement that the 53 Hour Firefighter/Paramedic who was a probationary employee would "advance along the old wage schedule". That verbal agreement was never put into writing. It was the position of the City in the conference call that the verbal agreement was effectively withdrawn and/or became null and void as a result of the rejection of the Tentative Agreement. The Union, however, maintained that it was their understanding that the "verbal agreement" was an explanation of the intended operation of the new wage scale as applied to the probationary employee and that it "carried forward" with the new proposal. There was no claim by either party that there was any discussion of the "oral agreement" at any time after the rejection of the Tentative Agreement.

DISCUSSION OF THE ISSUES

WAGE SCALE ISSUE

Position of the Parties

The parties had tentatively agreed that there be a three percent (3%) wage increase for all employees in all classifications in each year of a three (3) year agreement, subject to a wage re-opener in the third year the Agreement. When the tentative agreement was rejected, further negotiations were conducted. Several changes were made in the tentative agreement outside of the Wage Scale, the most significant of which being the withdrawal of the agreement of the parties with respect to the Hospitalization package in favor of a "Me Too" agreement based on the ultimate settlement of the same by the Police Patrolmen's Unit.

The City, in further negotiations, continued to propose a three percent (3%) wage increase in each year of the Agreement for forty (40) hour employees (Fire Inspectors), but proposed only increases of 1.75%, 1.50% and 1.50% for the fifty-three (53) hour employees (Paramedics/Firefighters/EMT and EMT Captains). The IAFF proposed that all employees receive the three percent (3%) increase in each year of the Agreement.

Discussion of the Wage Issue

The City advances various reasons for the Fact-Finder to recommend a lesser increase for fifty-three (53) hour employees. The City contended that the Fact-Finder should recommend the City proposal on the Wage Scale in order to avoid rewarding the IAFF for alleged bad faith bargaining. The City also urged the Fact-Finder to recommend its proposal, citing general financial hardship, the impending closing of the Hoover facility, unfunded liability for uncompensated absences and a need to create equity between the Firefighters and Paramedics.

The first issue which must be addressed is the question of alleged bad faith bargaining. While a party should not be rewarded for bad faith bargaining, it is not the province of a Fact-Finder to determine such an issue and certainly not the province of a Fact-Finder to formulate a remedy for an alleged violation. In this case, moreover, there is insufficient evidence by which to determine that bad faith bargaining took place. The fact that a bargaining unit rejects a tentative agreement, standing alone, does not establish that the rejecting party is guilty of bad faith bargaining.

The City cited several economic reasons for the Fact-Finder to recommend the lower across the board increases for the fifty-three (53) hour employees. While there

were some valid concerns raised, there were counter arguments offered. The Fact-Finder notes that none of the cited economic reasons were alleged to have come to the attention of the City after the making of the offer for a tentative agreement. The City did not contend that it could not have afforded the tentative offer. Since the tentative offer was rejected, the health insurance issue has been resolved with the City gaining almost all of what it sought in its initial health care proposal. The City has not indicated that the failure to attain its entire proposal for health care would impact the ability to pay. If there were a new purely economic reason for changing the package, it would also seem that it would have impacted not just the fifty-three (53) hour employees. For this reason, if the City proposal is to be accepted, acceptance must be based on the argument relative to pay equity among the classifications.

The City argues that the disparity is necessary to correct an inequity between the rates of Paramedics and Firefighters. The City points out that under the current Agreement and the IAFF proposal, the "Top Annual Rate" of "Paramedics" is higher than the "Top Annual Rate" of "Firefighters" and that under the City proposal term of the Agreement, the "Top Annual Rate" of the compared classifications would be nearly the same; \$ 52,389.70 as compared to \$ 52,406.24.

The argument of the City is premised on the statement that Paramedics make more than "Firefighters" and thus are overpaid. The Firefighters to whom the City refers, however, are the Inspectors who are forty (40) hour employees. Paramedics, however, make considerably less than Firefighter/Inspectors, making approximately one third less per hour than the Firefighter/Inspectors. Even taking into account a "disparity" as measured by the "Top Annual Rate", there is no evidence from which to determine that

an "inequity" exists which should be corrected by the Fact-Finder. One can not simply compare job titles in a vacuum to determine whether the relative levels of compensation are improper. In order to make a true equity assessment in terms of relative compensation, a job audit would have to be made reviewing the compensable factors of the actual job duties of the compared jobs. There is nothing in the record from which to make such an assessment. It should be pointed out, moreover, that there had been no proposal to correct the alleged inequity until after the rejection of the Tentative Agreement. Even if the Paramedics were actually being paid more than the Inspectors, there are a number of key compensable factors which would call for a higher wage; the inconvenience of a 24 hour schedule; the requirement to work Sundays and holidays and the requirement of greater physical effort and risk.

There is no proven inequity which would require a lower general wage increase for the fifty-three (53) hour employees. There is no evidence to show that the financial situation of the City is significantly less favorable at this time compared to the time that the Tentative Agreement was reached. The Fact-Finder therefore recommends the 3%, 3%, 3% annual increase as contained in the Tentative Agreement. That Progressive Wage Scale will be subject to the adjustments made by the Fact-Finder relative to existing employees who may be below the maximum rate for their classification as explained in the discussion below.

RE BASE ISSUE

Position of the Parties

The City proposes that the Captains receive a \$.83 per hour Re Base Adjustment (RBA) and that the Paramedics receive a \$.73 per hour RBA. The IAFF proposes that all fifty-three (53) hour employees receive a \$.92 per hour RBA. Neither party continues to propose an RBA for the forty (40) hour employees.

There are various ways of looking at the calculation of the RBA. The fairest way to calculate the Re Base would be to compensate each employee for what would be losing as a result of the elimination of the Sunday Premium. The IAFF has used a weighted figure (See Union Exhibit 1) while the City has broken down the RBA by classification, calculating the RBA in accordance with its estimate of probable Sunday earnings and discounting that figure slightly based on the fact that the RBA would be included in the overtime calculation, shaving off \$.02 from the Captains' RBA and \$.01 from the Paramedics' RBA.

The method of the City utilized in City Exhibit 4 was fundamentally sound, except for the deduction of Vacation and Personal Days. The assumption in making that deduction was that a person on Vacation and/or on a Personal Day would not be working on that particular Sunday. The testimony and discussion at hearing, however, was that there were always three (3) full-time fifty three (53) hour employees working on Sundays. Thus, while a person may be off on one of his Sundays to work, due to Vacation or a Personal Day, he would end up working an extra Sunday to cover the day missed by another regular full-time fifty-three (53) hour employee who was taking his Vacation or Personal Day.

The Fact-Finder recommends that the RBA be figured with respect to each Classification and line on the wage scale for fifty-three (53) hour employees as follows:

Average expected annual hours				2756.00
Number of probable Sunday hours		2756/7		393.71
Probable Sunday hour premium per employee		393.71		131.24
131.24 x \$ 16.38	\$ 2,149.71/2756	.78 - .01	.77	\$ 17.15
131.24 x \$ 16.72	\$ 2,194.33/2756	.80 - .01	.79	\$ 17.51
131.24 x \$ 17.04	\$ 2,236.33/2756	.81 - .01	.80	\$ 17.84
131.24 x \$ 17.41	\$ 2,284.89/2756	.83 - .01	.82	\$ 18.23
131.24 x \$ 19.85	\$ 2,605.11/2756	.95 - .02	.93	\$ 20.78

The Fact-Finder, at hearing, inquired as to the inclusion of the terms “Paramedics” and the “Top Annual Rate” newly added in the proposed wage scale. The parties responded that there was no substantive change intended by the addition of those terms. The Fact-Finder, being mindful of the Canons on Contract Construction that no term or change of terms is to be construed as a nullity, recommends that said terms not be incorporated into the Agreement as a wage line which indicates only “Paramedics” could be read to apply only to that classification and not to the other classifications and a “Top Annual Rate” could be read to imply some kind of limitation on maximum annual earnings.

The Fact-Finder also notes that the parties have made changes in the Wage Progression Scale, changing the steps from Starting Pay, Six (6) Months, Twelve (12) Months and Eighteen (18) Months to Starting Pay, One (1) Year, Eighteen (18) Months and Two (2) Years. When Showing the Re Base, however, the old Sixth (6) Month rate

is shown as the new One (1) Year rate, the old Twelve (12) Month rate is shown as the new Eighteen (18) Month rate and the old Eighteen (18) Month rate is shown as the new Two (2) Year rate.

The proposed Wage Scale Chart creates ambiguity as to how to treat existing employees who have not reached two (2) years of service. There are several possibilities. Applied literally, it could be argued that persons having less than two (2) years of service would suffer a retroactive wage cut. For example, a forty (40) hour employee having seven (7) months of service as of 8-01-06 would go from the old Six (6) Month Rate of \$ 20.65 to the new Start Rate of \$ 20.03. Another reasonable interpretation of the language would be to treat persons who are at the Six (6) Month rate as if they are at the One (1) year rate, since that is that rate is referenced as the One (1) Year rate in the table. That would solve the problem as of 8-01-06, but would create an issue as to when the person would progress from the One (1) Year rate to the Eighteen (18) Month rate and to the Two (2) Year rate. Either the person would graduate to those rates when the person reached that actual length of service or would progress to the One (1) year rate upon reaching six (6) months service; to the Eighteen (18) Month rate upon reaching one (1) year of service and to the Two (2) year rate upon reaching eighteen (18) months of service. For example, an Employee hired on January 1, 2006 would either advance to the Two (2) Year rate either on July 1, 2007 or on January 1, 2008. A third possibility would be to treat such employees as "Red Circled" until such time as they would receive a wage increase under the literal interpretation of the language.

In Post-Hearing discussions, the City maintains that there was a verbal agreement reached during the negotiations for the Tentative Agreement regarding the

treatment of persons who had not reached the top of the scale. The City maintained that the oral agreement provided that such persons would advance to the next step of the Progressive Wage Scale in accordance with the old time lines of six (6) months, twelve (12) months and eighteen (18) months. The City, however, maintained that the oral agreement was withdrawn and/or that it became null and void with the rejection of the Tentative Agreement. The IAFF, on the other hand, indicated that the oral "agreement" was an explanation of how the new wage schedule would work and thus "carried forward" with the negotiations.

The City would have the Agreement remain silent while the IAFF would request that the oral agreement/explanation be incorporated into this Report and into the Agreement. Leaving no explanation of the application of the Wage Scale would be asking for a number of possible disasters. One possible disaster is a rejection of the Report of the Fact-Finder by one (1) vote, the vote of the person who believes correctly or incorrectly that he would suffer a wage reduction. Another possible disaster is a person actually receiving a wage cut or failing to receive the "full increase" filing a grievance and demanding arbitration regarding the interpretation of the Agreement. A number of the possible interpretations of a wage scale which is "silent" as to the treatment of a person not at full scale would benefit such a grievant. Win or lose, the City would lose in terms of employee morale and litigation costs.

Separate and apart from issues of clarity and economics, it is important that a member of a bargaining unit not feel "sold out" by the other members of the unit. This is more important in small units and most important in safety units where the life of each man may literally depend on the other members of the unit. It is also important that

neither party to the bargaining process feel that it has been abused by the conduct of the other in negotiations. In this case, it appears that the parties were “ships passing in the night” with respect to the issue of how to treat employees not at full scale, each party assuming that there was an agreement or understanding reached and each party interpreting that “understanding” differently.

The Fact-Finder has determined that the best course would be to make both the members of the current bargaining unit and the City whole for what was believed to be the agreement. To make the members of the current bargaining unit whole, the oral agreement relative to the treatment of employees not at full scale will be incorporated into this recommendations of this Report. To make the City whole, the Start rate in the second year of the Agreement will be \$.10 less than what it would have been and the Start and One Year Rates in the third year of the Agreement will be \$.10 less that what they would have been. Over the course of time, the City should break even; if not gain by this adjustment. Section 30, therefore, will read as shown below.

WAGE SCALE

ARTICLE 30

Section 1. Effective the first full pay period which contains August 1, all employees shall be paid in accordance with the following schedule, provided, however, that employees as of the date of ratification hereof shall receive their increases and retroactivity during the course of this Agreement as if the steps of the Wage Progression Scale were Starting Pay, Six Months, Twelve Months and Eighteen months.

	REBASED	08-01-06	08-01-07	08-01-08
40 hr per week				
(Starting Pay)		20.03	20.53	21.15
(1 Year)		21.27	21.91	22.47
(18 Months)		22.50	23.17	23.87
(2 Years)		23.74	24.45	25.19
53 hr per week				
(Starting Pay)	17.15	17.66	18.09	18.64
(1 Year)	17.51	18.04	18.58	19.03
(18 Months)	17.84	18.38	18.93	19.49
(2 Years)	18.23	18.78	19.34	19.92
53 hr per week Captain	20.78	21.40	22.05	22.71

Section 2. The parties agree that the terms of their Memorandum of Understanding attached to this Agreement may impact their August 1, 2008 General Wage Increase (GWI) if the City of North Canton experiences declining Municipal Income Tax Revenues.

The Fact-Finder would delete former Article 30, Section 1a from the Agreement as unnecessary and would reject each party's proposed Article 30, Section 2. The remaining sections of Section 30 of the expired agreement should be retained and renumbered.

Respectfully submitted,



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EXHIBIT A

AGREED TO ARTICLES

The Employer believes the parties are in agreement on these changed and/or NEW ARTICLES. The Employer would request the Parties verify these agreements at hearing and that they be entered into the Report as resolved between the Parties. Please note Article 31 Drug Testing Procedure is not a new Article. The Parties had agreed to this provision mid-term of the current Agreement.

ARTICLE 1 PREAMBLE

Section 1. This Agreement is hereby entered into by and between the City of North Canton, hereinafter referred to as the Employer, and the North Canton Professional Paramedic Association, IAFF Local 3489, hereinafter referred to as the Union. Changes made by the Parties in their August 1, 2006 through July 31, 2009 Collective Bargaining Agreement are included in bold type.

ARTICLE 5
DUES DEDUCTION AND IAFF REPRESENTATION

Section 1. During the term of this Agreement, the Employer shall deduct initiation fees, assessments, and regular Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms (Exhibit "A") permitting said deductions.

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

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

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

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

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

Section 6. The parties recognize that it may be necessary for an IAFF Representative to leave a normal work assignment while acting in the capacity of representative. The Union recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain

approval from the Chief or Officer in charge. In addition, authorized representatives of the Union may use the facilities of the public Employer for membership or other meetings and shall be permitted to use the internal mail system or other internal communication system when properly authorized.

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

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

Provides a new Union Leave Benefit.

ARTICLE 6

HOURS OF WORK

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

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

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

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

Section 4. Employees are required to remain available to perform duties as required during lunch or dinner periods. The starting/stopping times for the lunch and dinner periods are to remain flexible and are to be taken as designated by the shift supervisor.

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

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

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

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

Provides for optional new tenth Paramedic Position under "California Swing" schedule. A copy of the "California Swing" schedule is attached as an Excel document.

ARTICLE 10 **HOLIDAYS**

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

- 1) New Year's Day
- 2) Martin Luther King Day
- 3) President's Day
- 4) Good Friday
- 5) Memorial Day
- 6) July 4th
- 7) Labor Day
- 8) Thanksgiving Day
- 9) Friday after Thanksgiving Day
- 10) Day Before or Day After Christmas
- 11) Christmas Day

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

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

Provides 88 hour payment for Paramedics.

ARTICLE 11
PERSONAL DAYS

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

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

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

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

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

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

Expands benefit to 2 ten hour days for Inspectors if applicable.

PENSION PICKUP

ARTICLE 26

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

Section 2. Any employee who is a member of the Ohio Public Employees Retirement System (OPERS) shall have his or her compensation reduced by an amount equivalent to that employee's savings fund as defined at Section 145.47 of the OHIO REVISED CODE of the OPERS and that amount of said employee's contribution to the OPERS be paid by the City of North Canton on behalf of the employee. The amount of the contribution so paid on behalf of the employee shall toll in the calculation of pension and other benefits and is subject to the City of North Canton Income Tax. The employee is not given the option of choosing to receive said amounts directly instead of having them paid directly to the OPERS.

Cleans up language to include Police and Fire. Previous CBA covered PERS only.

DRUG TESTING PROCEDURE

ARTICLE 31

Section 1. Drug screening or testing shall be conducted upon reasonable suspicion. This testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceeding. Under no circumstances may the results of the drug screening or testing be released to a third party for the use in criminal prosecution against the affected employee. The following procedures shall not preclude the Employer from other administrative action.

Section 2. Drug testing shall also be authorized when an employee is involved in an on-duty motor vehicle accident which results in bodily injuries to any vehicle occupants or the employee.

Section 3. All drug screening tests shall be conducted by medical laboratories licensed by the State of Ohio and accredited by the College of American Pathologists or other mutually agreed upon entity. The procedures utilized by the testing lab shall correspond to accepted medical practice. Any positive result shall be confirmed by a mass spectrophotometry procedure (GS-MS), or any approved subsequent state-of-the-art confirmatory test.

Section 4. Drug screening tests shall be given to employees to detect the illegal use of controlled substances as defined in Section 3719 of the Ohio Revised Code. If the initial screening is positive, the employee's sample shall be subjected to a confirmatory test that shall be administered by a medical laboratory licensed by the State of Ohio and accredited by the College of American Pathologists or other mutually agreed upon entity. The employee may have a second confirmatory test of the split sample done at a lab of his choosing, at his expense. This test shall be given the same evidentiary weight as the previous test, provided a neutral chain of custody remains unbroken.

- (a)** If all the screening and confirmatory tests are positive, then the Bargaining Unit Member involved may be required to enter into rehabilitation referral. The City shall maintain the right to discipline the employee in addition to mandating rehabilitation.
- (b)** Prior to any notification by the Employer for drug screening or testing, an employee may elect to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel. The cost of the program will be covered according to the provisions of the employee's health insurance plan.
- (c)** An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, or personal days for the period of the rehabilitation. If no such leave credit is available, such employees shall be placed on leave of absence without pay for the period of the rehabilitation leave.

- (d) Upon completion of the program, and provided that a retest demonstrates that the employee is no longer illegally using a controlled substance, and/or subject to any disciplinary action that may be taken pursuant to this Article, the employee shall be returned to his position. Such employee may be subject to random retesting upon return to his position for a period of one (1) year from the date of his return.
- (e) Any employee in the above-mentioned rehabilitation program will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.
- (f) If an employee refused to undergo rehabilitation or detoxification pursuant to a lawful order, or he fails to complete a program of rehabilitation, or if he should test positive at any time within one (1) year after his return to work upon completion of the rehabilitation program, the employee shall be subject to disciplinary action.
- (g) Except as otherwise provided herein, the cost of all drug screening shall be borne by the City.
- (h) For the purpose of this Article "periodic" shall mean not more than three times per year, except that a drug test may be performed at any time upon "reasonable suspicion" of drug use. An employee may be tested more frequently during the one (1) year period after his return from a rehabilitation program.

Section 5. For the purpose of implementing the provisions of this Article, each Bargaining Unit Member shall execute medical releases in order for the City to obtain the results of the drug screening provided for in this Article. The release referred to in this Section shall authorize only the release of examination results pertaining to the drug screening test. Such medical releases shall be provided by the Employer.

This is not new language. As mentioned above the Parties agreed to this language mid-term of current CBA. Simply attaches Agreement as a contract Article.

DISCIPLINARY PROCEDURE
ARTICLE 32

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

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

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

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

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

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

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

- A) **Representation.** An employee shall be entitled to representation by a Union representative and/or an attorney, at the employee's expense, at any time after the employee receives the Notice of Pending Disciplinary Action. If the employee chooses to secure representation by an attorney or declines Union representation, the employee shall execute a "Waiver of Representative" form found at Appendix C of this Agreement and forward such form to the Union.

- B) **Criminal Investigation.** If an employee is questioned as a suspect in any investigation of a known pending criminal charge, such employee shall be advised of the appropriate constitutional rights prior to questioning.
- C) **Recording Devices.** No recording device, stenographic or other record shall be used during questioning unless the employee is advised in advance. If the questioning is recorded, the employee may request a transcript at the employee's expense. The employee will be supplied a copy of the record at least fifteen (15) working days prior to the date of arbitration. The cost of the transcript will be borne by the party requesting the copy of the transcript.

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

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

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

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

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

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

**Instruction and Cautioning
Written Warning
Suspension**

**Six (6) Months
Twelve (12) Months
Twenty-Four (24) Months**

The Parties have negotiated a comprehensive Disciplinary Procedure. The previous CBA's had none.

ARTICLE 33
LAY-OFF AND RECALL

Section 1. Where, because the Employer determines it necessary to reduce the size of its workforce due to lack of work, lack of funds, or reorganization for purposes of efficiency, such reduction shall be made in accordance with the provisions hereinafter set forth.

Section 2. Employees within effected job titles shall be laid off according to their relative seniority (within the bargaining unit) with the least senior being laid off first, provided that all students, temporary, part-time, seasonal and probationary employees within the effected job classifications, within the bargaining unit, are laid off first in the above respective order.

Section 3. Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his right to recall for two (2) years from the date of his lay-off.

Section 4. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail. An employee who refuses recall or does not report to work within fifteen (15) working days from the date the Employer mails the recall notice, shall be considered to have resigned his position and forfeits all rights to employment with the Employer.

Section 5. Employee(s) scheduled for lay-off shall be given a minimum of fifteen (15) calendar days advance notice of lay-off

Once again, the Parties have negotiated a comprehensive Article. The previous CBA's had no Layoff Article.

EXHIBIT B

EMPLOYER'S DRAFT OF THE PARTIES' AGREED TO CHANGES

And A

SUMMARY LIST OF CHANGES

BASED ON

NEGOTIATIONS for

A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT

Between

The City of North Canton

And

NORTH CANTON PROFESSIONAL FIREFIGHTERS IAFF LOCAL 3489

Full-Time Firefighters / Paramedics

SERB CASE# 06-MED-05-0709

Submitted September 19, 2006

By: Nicholas Codrea, Jr.

The Law Firm of Robert Tscholl

220 Market Ave. South, Suite 1120

Canton, OH 44702

GENERAL ITEMS

- 1) The Employer would agree to prepare the final copy of the successor Agreement, mail an executed original copy to SERB and furnish the Union with a reasonable number of copies.
- 2) The Employer's draft follows. Changes in language are in **bold type**.

The Parties have made changes where noted:

ARTICLE	SUBJECT
1	Preamble (Revised)
1A	Non Discrimination (Current)
2	Purpose and Intent (Current)
3	Recognition (Current)
4	Management Rights (Current)
5	Dues Deduction (Revised)
6	Hours of Work (Revised)
7	Uniform Allowance (Current)
8	Educational Benefits (Current)
9	Longevity Pay (Current)
10	Holidays (Revised)
11	Personal Days (Revised)
12	Sick Leave (Current)
13	Vacations (Current)
14	Military Leave (Current)
15	Disability Pay (Current)
16	Funeral Leave (Current)
17	Hospitalization & Major Medical Insurance, Dental, Optical, Prescription Drug Program (Revised)
18	Life Insurance (Current)
19	Vaccinations & Immunizations (Current)
20	Insurance & Sick Leave Effective Dates (Current)
21	Probationary Period (Current)
22	Jury Duty Leave (Current)
23	Maternity Leave (Current)
24	Certification and Training (Revised)
25	Overtime Pay (Revised)
26	Pension Pickup (Revised)
27	Extra Time Procedure (Revised)
28	Grievance Procedure (Current)
29	Arbitration Procedure (Current)
30	Wage Scale (Revised)
31	Duration of Agreement (Revised)
NEW	Drug Testing Procedure (From Ordinance)
NEW	Disciplinary Procedure
NEW	Lay-off and Recall
NEW	Labor Management Committee
Exhibit "A"	Payroll Deduction Authorization (Not available at draft)
Appendix	City of North Canton Schedule of Benefits (Proposed Changes)
Appendix	Spousal Coverage Form
Appendix	Memorandum of Agreement / 8-1-2008 GWI

ARTICLE 1
PREAMBLE

Section 1. This Agreement is hereby entered into by and between the City of North Canton, hereinafter referred to as the Employer, and the North Canton Professional Paramedic Association, IAFF Local 3489, hereinafter referred to as the Union. **Changes made by the Parties in their August 1, 2006 through July 31, 2009 Collective Bargaining Agreement are included in bold type.**

DUES DEDUCTION AND IAFF REPRESENTATION

ARTICLE 5

Section 1. During the term of this Agreement, the Employer shall deduct initiation fees, assessments, and regular Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms (Exhibit "A") permitting said deductions.

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

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

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

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

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

Section 6. The parties recognize that it may be necessary for an IAFF Representative to leave a normal work assignment while acting in the capacity of representative. The Union recognizes the operational needs of the Employer and will cooperate to keep to a

minimum the time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain approval from the Chief or Officer in charge. In addition, authorized representatives of the Union may use the facilities of the public Employer for membership or other meetings and shall be permitted to use the internal mail system or other internal communication system when properly authorized.

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

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

ARTICLE 6
HOURS OF WORK

Section 1. Employees will be assigned either a forty (40) hour week consisting of five (5) consecutive eight (8) hour days, or four consecutive ten (10) hour days, at the discretion of the Fire Chief, or a work schedule wherein the employee works an average of fifty-three (53) hours per week, **or one-hundred and six (106) hours in the fourteen day work cycle period**, in which the employee shall be scheduled to work shifts of twenty-four (24) consecutive hours followed by forty-eight (48) hours off duty. **The Employer may establish one (1) or more additional Bargaining Unit positions assigned to work the "California Swing" schedule. A copy of this schedule is attached to this Agreement as Appendix C. Additionally, employees assigned to the "California Swing" schedule may be switched to the regular schedule in order to fill temporary vacancies of a long term nature. "Temporary vacancies of a long term nature" shall be defined as vacancies expected to last in excess of thirty (30) days. The Employer may assign the "California Swing" employee after the fourteenth (14) day. An employee assigned pursuant to this Section shall not forfeit previously scheduled vacation due to his/her changed assignment.**

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

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

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

Section 4. Employees are required to remain available to perform duties as required during lunch or dinner periods. The starting/stopping times for the lunch and dinner periods are to remain flexible and are to be taken as designated by the shift supervisor.

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

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

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

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

ARTICLE 10

HOLIDAYS

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

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Memorial Day
6. July 4th
7. Labor Day
8. Thanksgiving Day
9. Friday after Thanksgiving Day
10. Day Before or Day After
Christmas
11. Christmas Day

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

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

ARTICLE 11
PERSONAL DAYS

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

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

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

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

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

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

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

Section 1. The Employer shall provide hospitalization, major medical, dental, optical and a prescription drug program the same as or better than the existing coverage, as set forth in Appendix D effective with the December 4, 2006 Renewal. Other plan design features are set forth below.

Section 2. Effective August 1, 2006 Bargaining Unit Members shall contribute via payroll deduction four percent (4.0%) of the monthly COBRA amount for family or single coverage, whichever is applicable. The initial employee contribution shall be a maximum of forty (\$40.00) dollars per month for the family plan and fourteen (\$14.00) dollars per month for the single plan. Subsequent annual increases shall not exceed ten percent (10%). The Employer will provide the Union President thirty (30) days notice of any rate change. Said deductions shall be prorated and deducted on a bi-weekly pay period basis. The Employer will establish an Internal Revenue Service Section 125 Plan so that employee participation as expressed in this section shall be on a pre-tax basis.

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

Network - \$150 single/\$300 family deductible; 90%/10% co-insurance to a maximum annual out of pocket expense of \$750 single/\$1500 family.

Non-network - \$500 single/\$1000 family deductible; 70%/30% co-insurance to a maximum annual out of pocket expense of \$2000 single/\$4000 family.

Section 4. Prescription co-pays shall be \$10 generic, \$20 preferred, \$30 non-preferred, and \$40 life enhancing with a mandatory generic enforcement component. If a brand name is chosen by the employee over the generic, the cost will be the brand name co-pay plus the difference in cost between the brand name and the generic drug. If a brand name is specifically prescribed for medical reasons, or a generic is unavailable at the time, then the brand name co-pay shall apply.

Section 5. In network physician's office visits shall have a co-pay of \$15, which shall not be applied against the maximum out of pocket. Non-network office visits will be subject to the co-insurance and deductible.

Section 6. If an employee and spouse are both employed by the City of North Canton, only one shall be entitled to the coverage's set forth above, that being the family plan.

Section 7. In the event of a change of insurance carrier, the current benefits of major medical and hospitalization, dental, optical and prescription drugs shall not be reduced.

Section 8. (NEW) Spousal Coverage

A. If an employee's spouse is eligible for insurance coverage under his or her

Employer's medical, dental or other insurance plan, based upon the employee's spouse working an average of thirty-two (32) or more hours per week as per HIPPA Standards, then primary coverage must be carried with the primary Employer of each spouse to be eligible for medical coverage under the City of North Canton health care plan. Eligible dependents for which the City of North Canton has a formal, legal responsibility for the primary medical insurance coverage will continue to be eligible under the City of North Canton medical plan.

- B. The employee must notify the Plan Administrator immediately in writing of the commencement of such group health insurance coverage for the spouse and other dependents. For eligibility determination under this provision, an annual Spousal Medical Coverage form shall be completed by the employee. The Spousal Medical Coverage form is attached to this Agreement as Appendix _____. The Employer reserves the right to verify this information at any time.**
- C. Under this provision, the Employer reserves the right to pay spousal and covered dependent medical claims as a secondary payer, but not as the primary payer based on items A and B above.**
- D. Implementation is required at the spouse's next earliest open enrollment period.**
- E. It shall be the employee's responsibility to notify the Employer of any change in spousal coverage or any qualifying event in regard to coverage.**
- F. As an alternative to obtaining health care coverage from their primary employers, employed spouses may elect to enroll in the City's health care plan by paying a monthly premium equal to the greater of one-seventh (1/7) the established North Canton COBRA rate for single coverage or any sum received by the employed spouse from his/her employer to decline health care coverage from said employer.**

OVERTIME PAY

ARTICLE 25

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

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

Section 3. When a forty (40) hour employee (Fire Inspector) works in a single work week, on an overtime basis, as a Paramedic, Emergency Medical Technician or Firefighter, he/she shall be paid at his/her forty hour rate of pay for all hours up to fifty-three (53) hours in a single work week. Aggregate hours worked in excess of fifty-three (53) hours in a single workweek shall be compensated at time and one-half of the employee's base forty (40) hour rate. Holiday hours, Vacation, Personal Leave, Funeral Leave and Sick Leave shall count as hours worked for the calculation of overtime eligibility.

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

Section 5. For the purposes of computing overtime pay, fifty-three (53) hour employees, shall be paid at their overtime rate for hours worked in excess of such employees usual work schedule as set forth in Article 6, Section 1 (106 hours in a 14 day cycle) and Article 6, Section 3a. Holiday hours, with the exception of the eighty-eight (88) hours paid under Article 10, Section 1, Vacation, Personal Leave, Funeral Leave and Sick Leave shall be counted as time, hours and days worked.

Section 6. Overtime Procedure

The purpose of this procedure is to establish a policy to fill vacancies of scheduled duty hours using seniority of full-time Paramedics or Firefighter/Paramedics ('Medic'). Eligible part-time paramedics will also be included. A part-time paramedic will be eligible when he/she has 6 months experience as a paramedic and has 3 months experience with the North Canton Fire Department

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

Vacancies will be filled from the Over-Time Logbook (OT Log) beginning a maximum of three weeks from the time needed. Generally, these shifts will be offered in 12-hour increments but may vary due to sudden illness, injury, personal time or other unforeseen situations resulting in openings of indeterminate duration. A running total of hours

offered to each person will be maintained in the OT Log to establish the order that calls are made during the year. Contact will be made by pager and a primary phone number (regular or cellular). The phone numbers will be kept in the OT Log Book.

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

Section 6a. Fill Procedure for 8 days or more

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

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

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

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

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

Section 6d. Fill Procedure for the Primary Ambulance

This procedure shall only be used to fill one (1) person on the Primary Ambulance when no part-time personnel are scheduled. The pager will be used exclusively for this section as the means of communication and fill will be on a first-come first-serve basis, except list item #4. After each page you will have thirty (30) minutes to respond. The earliest start time for this procedure will be at 1700 hours on the eve of the affected shift. All offered time must be taken in its entirety.

The procedure is as follows:

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

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

**Part-time staff will be offered paid standby time
Full-time Mandatory procedures will be followed**

Section 6e. Mandatory Shift assignment procedure

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

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

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

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

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

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

Section 6h. Exclusion from Mandatory Shift assignments

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

Section 6i. Maximum scheduled time off

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

Section 6j. Calling personnel while on Sick Leave

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

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

The standard filling of shift process will be followed to fill openings on the full time schedule, and the same time to respond limits shall be used. You will be charged accordingly in the OT log if you do not respond, UNLESS you leave a note in the book

informing the person responsible for filling the shift other directives that you may have while you are out of town.

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

CERTIFICATION and TRAINING

ARTICLE 24

Section 1. Mandatory or required training hours necessary to maintain state certification or department requirements, shall be paid at time and one half of the applicable rate. Employees shall be paid up to a maximum of thirty (30) hours per year under this Section in order to maintain Paramedic Certification. Additional hours of training will be subject to the Chief's approval. Where training is offered (in house) prior to or, is scheduled and a member cannot attend then that member shall obtain the training outside of the department at his/her regular hourly rate of pay.

Section 2. All Bargaining Unit members returning for bi-monthly department meetings and/or voluntary training hours shall be paid at the employee's straight time hourly rate.

PENSION PICKUP

ARTICLE 26

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

Section 2. Any employee who is a member of the Ohio Public Employees Retirement System (OPERS) shall have his or her compensation reduced by an amount equivalent to that employee's savings fund as defined at Section 145.47 of the OHIO REVISED CODE of the OPERS and that amount of said employee's contribution to the OPERS be paid by the City of North Canton on behalf of the employee. The amount of the contribution so paid on behalf of the employee shall toll in the calculation of pension and other benefits and is subject to the City of North Canton Income Tax. The employee is not given the option of choosing to receive said amounts directly instead of having them paid directly to the OPERS.

WAGE SCALE

ARTICLE 30

Section 1. Effective the first full pay period which contains August 1, all employees shall be paid in accordance with the following schedule:

40 Hour Employees	08-01-05 Current	08-01-05 Re-Based	08-01-06 3% GWI	8/1/2007 3% GWI	8/1/2008 3%GWI
Start	\$19.45	\$20.32	\$20.92	\$21.55	\$22.20
1 Year	\$20.65	\$21.52	\$22.16	\$22.83	\$23.51
18 Months	\$21.84	\$22.71	\$23.39	\$24.09	\$24.81
2 Years	\$23.05	\$23.92	\$24.63	\$25.37	\$26.13
Top Rate Annual	\$47,944.00	\$49,744.03	\$51,236.35	\$52,773.44	\$54,356.65
Sunday Premium Re-Base \$\$		\$0.8654			
53 Hour Paramedics					
Start	\$16.38	\$17.03	\$17.54	\$18.07	\$18.61
1 Year	\$16.72	\$17.37	\$17.89	\$18.43	\$18.98
18 Months	\$17.04	\$17.69	\$18.22	\$18.77	\$19.33
2 Years	\$17.41	\$18.06	\$18.60	\$19.16	\$19.74
Top Rate Annual	\$47,981.96	\$49,781.90	\$51,275.36	\$52,813.62	\$54,398.03
Sunday Premium Re-Base \$\$		\$0.6531			
53 hr per week Captain	\$19.85	\$20.50	\$21.12	\$21.75	\$22.40
Top Rate Annual	\$54,706.60	\$56,506.54	\$58,201.74	\$59,947.79	\$61,746.23
Sunday Premium Re-Base \$\$		\$0.6531			

Section 2. The Hourly and annual wage rates stated in Section 1 above include a one-time roll-in of \$1,800 to compensate Bargaining Unit members for eliminating the previous Agreement's Sunday Premium provision. Said roll-in provides a \$.8654 per hour increase for forty (40) hour employees and a \$.6531 per hour increase for fifty-three (53) hour employees.

Section 3. The Parties agree that the terms of their Memorandum of Understanding, attached to this Agreement as Appendix _____, may impact their August 1, 2008 General Wage increase (GWI) if the City of North Canton experiences declining Municipal Income Tax Revenue(s).

Section 4. The hourly rates stated above shall be paid pursuant to 29 U.S.C. 207 (g)(2) and 29 C.F.R. § 778.419 for the type of work that is being performed.

Section 5. With regard to promotions to positions above the rank of Paramedic or Inspector/Firefighter, the promotions shall be filled by a competitive promotional examination. When a vacancy occurs in such position, the Mayor shall forthwith notify the Civil Service Commission of that fact and the commission shall certify to the Mayor, for each such vacancy to be filled, the names and addresses of the three (3) candidates with the highest rating as established by the Civil Service Commission, and the Mayor may then appoint any one or more of said persons so certified.

Section 6. When a Captain is off Duty on an authorized leave and a Paramedic is assigned to the responsibilities of the Captain's position, that Paramedic shall be remunerated at the hourly rate for the Captain.

Section 7. If during the life of this Agreement the Employer wishes to establish the use of a new rank or position, the parties shall meet to determine whether or not such rank or position is to be included in the Bargaining Unit. In the event the parties are unable to reach an agreement, the dispute will be submitted to the State Employment Relations Board (SERB) for final disposition. If the new rank or position is to be included in the Bargaining Unit, the parties shall meet to negotiate wages, hours, terms and other conditions of said position.

DRUG TESTING PROCEDURE

ARTICLE 31

Section 1. Drug screening or testing shall be conducted upon reasonable suspicion. This testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceeding. Under no circumstances may the results of the drug screening or testing be released to a third party for the use in criminal prosecution against the affected employee. The following procedures shall not preclude the Employer from other administrative action.

Section 2. Drug testing shall also be authorized when an employee is involved in an on-duty motor vehicle accident which results in bodily injuries to any vehicle occupants or the employee.

Section 3. All drug screening tests shall be conducted by medical laboratories licensed by the State of Ohio and accredited by the College of American Pathologists or other mutually agreed upon entity. The procedures utilized by the testing lab shall correspond to accepted medical practice. Any positive result shall be confirmed by a mass spectrophotometry procedure (GS-MS), or any approved subsequent state-of-the-art confirmatory test.

Section 4. Drug screening tests shall be given to employees to detect the illegal use of controlled substances as defined in Section 3719 of the Ohio Revised Code. If the initial screening is positive, the employee's sample shall be subjected to a confirmatory test that shall be administered by a medical laboratory licensed by the State of Ohio and accredited by the College of American Pathologists or other mutually agreed upon entity. The employee may have a second confirmatory test of the split sample done at a lab of his choosing, at his expense. This test shall be given the same evidentiary weight as the previous test, provided a neutral chain of custody remains unbroken.

- (a) If all the screening and confirmatory tests are positive, then the Bargaining Unit Member involved may be required to enter into rehabilitation referral. The City shall maintain the right to discipline the employee in addition to mandating rehabilitation.
- (b) Prior to any notification by the Employer for drug screening or testing, an employee may elect to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel. The cost of the program will be covered according to the provisions of the employee's health insurance plan.
- (c) An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, or personal days for the period of the rehabilitation. If no such leave credit is available, such employees shall be placed on leave of absence without pay for the period of the rehabilitation leave.
- (d) Upon completion of the program, and provided that a retest demonstrates that the employee is no longer illegally using a controlled substance, and/or subject to any disciplinary action that may be taken pursuant to this Article, the employee shall be returned to his position. Such employee may be subject to random retesting upon return to his position for a period of one (1) year from the date of his return.
- (e) Any employee in the above-mentioned rehabilitation program will not lose any

seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.

- (f) If an employee refused to undergo rehabilitation or detoxification pursuant to a lawful order, or he fails to complete a program of rehabilitation, or if he should test positive at any time within one (1) year after his return to work upon completion of the rehabilitation program, the employee shall be subject to disciplinary action.
- (g) Except as otherwise provided herein, the cost of all drug screening shall be borne by the City.
- (h) For the purpose of this Article "periodic" shall mean not more than three times per year, except that a drug test may be performed at any time upon "reasonable suspicion" of drug use. An employee may be tested more frequently during the one (1) year period after his return from a rehabilitation program.

Section 5. For the purpose of implementing the provisions of this Article, each Bargaining Unit Member shall execute medical releases in order for the City to obtain the results of the drug screening provided for in this Article. The release referred to in this Section shall authorize only the release of examination results pertaining to the drug screening test. Such medical releases shall be provided by the Employer.

DISCIPLINARY PROCEDURE

ARTICLE 32

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

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

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

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

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

- A. the date and time of the pre-disciplinary meeting;
- B. the employee has a right to object by filing a grievance within five (5) working days of receipt of the Notice of Disciplinary Action;
- C. the grievance procedure provides for a hearing by an independent arbitrator as its final step; and,
- D. the employee is entitled to representation as provided in Section ____6(A).

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

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

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

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

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

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

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

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

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

Instruction and Cautioning

Six (6) Months

Written Warning

Twelve (12) Months

Suspension

Twenty-Four (24) Months

ARTICLE 33
LAY-OFF AND RECALL

Section 1. Where, because the Employer determines it necessary to reduce the size of its workforce due to lack of work, lack of funds, or reorganization for purposes of efficiency, such reduction shall be made in accordance with the provisions hereinafter set forth.

Section 2. Employees within effected job titles shall be laid off according to their relative seniority (within the bargaining unit) with the least senior being laid off first, provided that all students, temporary, part-time, seasonal and probationary employees within the effected job classifications, within the bargaining unit, are laid off first in the above respective order.

Section 3. Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his right to recall for two (2) years from the date of his lay-off.

Section 4. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail. An employee who refuses recall or does not report to work within fifteen (15) working days from the date the Employer mails the recall notice, shall be considered to have resigned his position and forfeits all rights to employment with the Employer.

Section 5. Employee(s) scheduled for lay-off shall be given a minimum of fifteen (15) calendar days advance notice of lay-off

ARTICLE 33
LAYOFF PROCEDURE

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

LABOR MANAGEMENT COMMITTEE

ARTICLE 34

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

DURATION OF AGREEMENT

ARTICLE 35

Section 1. This Agreement is effective from August 1, 2006 through July 31, 2009. This Agreement shall continue from year to year unless a party to this Agreement gives sixty (60) days written notice of intent to negotiate a new Agreement. In the event such notice is given by a party, the procedures for negotiations contained in OHIO REVISED CODE 4117 shall apply. **The Parties further agree that during the term of this Agreement there shall be no residency requirement other than that contained in the Ohio Revised Code for Bargaining Unit members.**

**APPENDIX A
CITY OF NORTH CANTON
SCHEDULE OF BENEFITS
COMPREHENSIVE MAJOR MEDICAL BENEFITS**

Precertification Review: Precertification review is required for all inpatient Hospital confinements. For elective stays, certification is required at least 48 hours prior to admission and for emergency admissions; certification is required within 48 hours following admission.

"R&C" means "Reasonable & Customary"

Lifetime Maximum Amount Payable Per Individual **\$1,500,000.00**

Calendar Year Deductible:

Network (PPO

Providers):

Per individual **\$150.00**

Per Family **\$300.00**

Non-Network (Non-PPO Providers):

Per Individual **\$500.00**

Per Family **\$1,000.00**

Network (PPO Providers)

Then: all eligible charges will be paid at 90% until the maximum out-of-pocket amount has been satisfied.

With: 100% payment on eligible charges thereafter for that individual for the remainder of that calendar year.

Maximum Out-of-Pocket Expense Per Calendar Year

Per Individual **\$750.00**

Per Family **\$1,500.00**

Non-Network (Non-PPO Providers)

Then: all eligible charges will be paid at 70% R&C until the maximum out-of-pocket amount has been satisfied.

With: 100% payment (R&C) on eligible charges thereafter for that individual for the remainder of that calendar year.

Maximum Out-of-Pocket Expense Per Calendar Year

Per individual **\$2,000.00**

Per Family **\$4,000.00**

COVERED SERVICES

Percentage Payable Network Non-Network

Maximum Daily Room Charge (In Hospital)90% 70% R&C

Private Room Rate (The Hospital's average semi-private room rate)90% 70% R&C

**APPENDIX A
CITY OF NORTH CANTON
SCHEDULE OF BENEFITS
CONTINUED**

	Percentage Payable	<u>Network</u> <u>Non-Network</u>
Special Care Unit (ICU & CCU)	90%	70% R&C
Inpatient Miscellaneous Charges	90%	70% R&C
Inpatient Physicians Visits	90%	70% R&C
(One visit per day, per specialist)		
Preadmission Testing	90%	70% R&C
Diagnostic X-ray and Lab	90%	70% R&C
Consultation Expenses	90%	70% R&C
Surgical Expense Benefits	90%	70% R&C
Second Surgical Opinion	90%	70% R&C
Outpatient Surgery	90%	70% R&C
Durable Medical Equipment	90%	70% R&C
Anesthesia	90%	70% R&C
Ambulance Services	90%	90%
Emergency Room Treatment (within 72 hours)	90%	90% R&C
(For acute medical conditions and accidental bodily injury)		
Non-Emergency Treatment in Emergency Room	90%	70% R&C
Physician Office Visits*	\$15.00 co-pay	70% R&C
Allergy Testing & Injections*	\$15.00 co-pay	70% R&C
Routine Mammogram/Pap/Prostate Exam/GYN Exam*	\$15.00 co-pay	70% R&C
(Frequency per AMA Guidelines)		
Routine Physical Exam (Age 9 and older)*	\$15.00 co-pay	70% R&C
(Maximum - One per Calendar Year including lab and x-ray)		
Well Baby Care/Well Child Care*	\$15.00 co-pay	70% R&C
(Including Immunizations - up to 2 years of age/2 years to 9 years of age limited to \$150.00 per Calendar Year)		
Therapy Services	90%	70% R&C
(Includes medically necessary radiation therapy, chemotherapy, dialysis, physical therapy, speech therapy, respiratory therapy, and occupational therapy)		
Chiropractic Care	90%	70% R&C

**APPENDIX A
CITY OF NORTH CANTON
SCHEDULE OF BENEFITS
CONTINUED**

	Percentage Payable	<u>Network</u> <u>Non-Network</u>
Skilled Nursing Care Calendar Year Maximum: 120 days	90%	70% R&C
Private Duty Nursing Calendar Year Maximum: 120 days	90%	70% R&C
Home Health Care Calendar Year Maximum: 100 visits	90%	70% R&C
Hospice Care Lifetime Maximum: 180 days	90%	70% R&C
Transplants	90%	70% R&C
Mental/Nervous Disorders		
Inpatient	90%	70% R&C
Outpatient Calendar Year Maximum: 12 visits combined w/Alcohol & Substance Abuse)	90%	70% R&C
Alcohol & Substance Abuse		
Inpatient Lifetime Maximum: 15 days	90%	70% R&C
Outpatient Calendar Year Maximum: 12 visits combined w/Alcohol & Substance Abuse)	90%	70% R&C
 NOTE: The above outpatient charges for Mental Disorders, Alcoholism and Drug Abuse will not be counted in accumulating covered charges toward the 100% payment percentage of other charges.		
Diabetic Counseling	90%	70% R&C

**APPENDIX A
CITY OF NORTH CANTON
SCHEDULE OF BENEFITS
CONTINUED**

PRESCRIPTION DRUG BENEFITS

Deductible Amount per Covered Prescription or Refill:

Life-enhancing	\$40
Non-Preferred	\$30
Preferred	\$20
Generic	\$10

If a brand name is chosen by the employee over the generic, the cost will be the brand name co-pay plus the difference in cost between the brand name and generic. If the brand name is specifically prescribed for medical reasons, or a generic is unavailable at the time, the brand-name co-pay shall apply.

Oral contraceptives to be covered as detailed

above. **DENTAL CHARGE BENEFITS**

Cash Deductible, each Calendar Year:

Per Person	\$50
Family Unit Limit	\$150

The deductible applies to these Classes of

- Service: Class B Services - Routine
- Class C Services - Major
- Class D Services - Orthodontia and Implants

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%

Maximum Benefit Amount:

Per Person Per Calendar Year	\$1,500
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VISION CHARGE BENEFITS

Percentage Payable	100%
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Maximum Benefit Amount:

Per Person Per Calendar Year\$250

Laser Eye Surgery (for covered employees only)\$1,000
per eye

**City of North Canton/IAFF Local 3489
2006 Negotiations – Summary List of Changes**

Article 1 – Preamble

- 1) All CBA changes are in bold type to assist interpretation.

Article 5 – Dues and IAFF Representation

- 1) Provides for Union time of 48 hours per year equal to FOP/OLC Lieutenant Unit.

Article 6 – Hours of Work

- 1) Gives Employer right to establish a “California Swing” position(s) for Paramedic position (53 hour employee). Includes an Appendix _____ which is the “California Swing” schedule.
- 2) Position subject to bid procedure, can fill long-term vacancies on regular schedule.
- 3) 53 hour employees are on a 14 day 106 hour work period. Any hours worked over normal schedule are overtime.
- 4) Establishes work period for 40 hour employees as Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m. with specified lunch and break periods.

Article 10 – Holidays

- 1) 53 hour employees paid 88 hours of holiday pay each year on December 1st. Holiday hours for 53 hour employees not included in overtime calculation unless worked. No change for 40 hour employees.

Article 11 – Personal Days

- 1) Provides for 10 hour Personal Days for 40 hour employees on 10 hour turns.

Article 17 – Hospitalization, Major Medical Insurance, Dental, Optical and Prescription Drug Program

- 1) Employee contributions of 4% based on the COBRA amounts. These contributions are capped @ \$40 monthly for the family coverage and \$14 monthly for single coverage in the first year. Subsequent increases are a maximum of 10% annually.

- 2) Changed deductibles to:
Network – \$150 single / \$300 Family with maximum out of pocket of \$750 single / \$1500 family.
Non-Network - \$500 single / \$1000 Family with maximum out of pocket of \$2000 single / \$4000 family.
- 3) Prescription co-pays are on a 4 tiered plan as follows:
Tier 1 Generic = \$10,
Tier 2 preferred = \$20,
Tier 3 non-preferred = \$30,
Tier 4 = \$40.
Mail Order prescriptions remain at one co-pay for 90 day supply.
- 4) Spousal Coverage Provision: If a spouse is eligible for Healthcare with his/her employer by virtue of working 32+ hours per week then spouses insurance is primary and North Canton is secondary. Dependents remain on North Canton's plan. Dental and Optical would be covered under North Canton if not available at his/her employer.
- 5) Lifetime maximum is increased from \$1 million to \$1.5 million.
- 6) All Changes above are specified and included in a new Appendix A attached to the Agreement.

Article 24 – Certification and Training

- 1) Clarifies the amounts and rates of pay for state certification and in-house bi-monthly meetings and training: Sets maximum Certification Training at 30 hours per year on overtime.

Article 25 – Overtime Pay

- 1) Clarifies rate of pay for 40 hour Fire Inspector when working overtime as a Fire Inspector, Fire Fighter or as a Paramedic. The Employee is paid his rate @ 1 ½ for inspection overtime, his rate @ straight time up to 53 hours total for other jobs and his rate @ 1 ½ for anything over 53+ hours total.
- 2) 53 hour employees paid overtime for any hours worked above normal schedule which would become 106 hours in a 14 day pay period cycle. 88 hour Holiday Pay does not calculate into overtime, all other hours paid continue to calculate equal to current Agreement.
- 3) New Agreement contains an extensive Overtime Procedure drafted by the Chief and Bargaining Unit members. This procedure clarifies and streamlines the process and covers every possible contingency.

Article 26 – Pension Pickup

- 1) Inserts language covering Police and Fire Pension Fund employees. Previous Agreement only had clause covering PERS employees.

Article 30 – Wage Scale

- 1) Sunday time-and-one-half payment is eliminated and all Bargaining Unit members receive \$1800 rolled into their hourly rates.
- 2) 3% General Wage increase in 2006,
3% General Wage increase in 2007,
3% General Wage increase in 2008.
- 3) 3% General Wage increase in 2008 is subject to a re-opener if City Municipal income tax collections drop 10% below 2006 levels. A Memorandum of Agreement outlining this is attached to the Contract.

Article 32 (NEW) – Disciplinary Procedure

- 1) Inserts a standard and detailed Safety Forces Disciplinary Procedure article. The previous Agreement was lacking these provisions.

Article 33 (NEW) – Layoff and Recall

- 1) Inserts a layoff and Recall Article equal to FOP/OLC Lieutenants. The previous Agreement was lacking these provisions.

Article 34 (NEW) – Labor Management Committee

- 1) Inserts a Labor Management Article. The previous Agreements had none.

Article 35 – Duration

- 1) 3 year Agreement from August 1, 2006 to July 31, 2009 with wage re-opener Memorandum of Agreement in regard to 2008 GWI).
- 2) During the term of the Agreement there shall be no residency requirement (State Law would apply)

Ratification

- 1) Both negotiating teams mutually agree to present the changed Articles above to their respective constituencies with a recommendation to approve.

EXHIBIT C

Subj: Re: Agreed Items
Date: 12/8/2006 12:13:22 PM Eastern Standard Time
From: lavellearb@aim.com
To: Nceegecon

Please send by email, if possible. The fax (somewhat unreliable) is (440) 979-9113.

-----Original Message-----

From: Nceegecon@aol.com
To: lavellearb@aim.com
Cc: russpry@neo.rr.com
Sent: Fri, 8 Dec 2006 9:05 AM
Subject: Re: Agreed items

MR> LAVELLE and MR. PRY: I HAVE A HARD COPY LETTER TO E. TURNER @SERB and MR. LAVELLE in re A 4117.14 (G)(11) WAIVER THAT MR. PRY AND I SIGNED AND PRESENTED TO MR. LAVELLE @ HEARING. I ALSO HAVE A HARD COPY of a "CONTRACT PROPOSAL" in re HEALTHCARE "ME - TOO" THAT MR. PRY AND I SIGNED AND PRESENTED TO MR. LAVELLE @ HEARING. MR. LAVELLE'S BUSINESS CARD DOES NOT HAVE A FAX #. COULD SOMEONE PLEASE ADVISE????? NICK CODREA

Check Out the new free AIM(R) Mail -- 2 GB of storage and industry-leading spam and email virus protection.

NICHOLAS CODREA, JR. M.A.
LABOR ECONOMIST and CONSULTANT
642 KIOWA TRAIL
TALLMADGE, OH 44278
PHONE: 330-633-2604
FAX: 330-633-2604
E-MAIL: NCEEGECON@AOL.COM

11/29/2006

Gregory Lavelle, Factfinder
27346 Edgepark Blvd.
North Olmsted, OH 44070

Mr. Edward E. Turner
Administrator Bureau of Mediation
State Employment Relations Board
65 East State Street, 12th Floor
Columbus, OH 43215-4213

RE: SERB Case #06-MED-05-0709. City of North Canton and IAFF Local 3489.

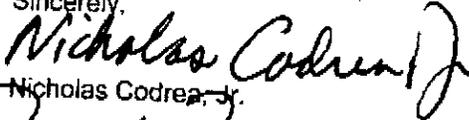
Dear Mr. Lavelle and Mr. Turner:

The parties above would respectfully extend the date for Mr. Lavelle to hear the above case and issue a report until December 22, 2006.

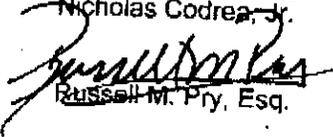
Additionally, the parties have previously executed a 4117.14(G)(11) Waiver so that a Conciliator may award cost items to either party retroactive to August 1, 2006.

Mr. Russell Pry, Esq. is the IAFF's Party of Appearance in this matter. Mr. Pry is aware of this correspondence and approves of its content including the 4117.14(G)(11) Waiver and the retroactivity provision.

Sincerely,



Nicholas Codrea, Jr.


Russell M. Pry, Esq.

CONTRACT PROPOSAL

Article 17 – Hospitalization & Major Medical Insurance, Dental, Optical, & Prescription Drug Program.

The parties agree to be bound to the final outcome of the City of North Canton and OPBA negotiations regarding hospitalization and major medical insurance, dental, optical, and prescription drugs.

The parties agree to incorporate the final language of those provisions into this Article.

Joseph M. Py 11/28/06
Nicholas Codrea 11/29/06