

NOTICE OF PUBLIC MEETING

Notice is hereby given that:

Recent, and temporary amended sessions of Ohio's Revised Code, specifically R.C. 121.22 Public meeting - exceptions, together with orders and directives from the Ohio Attorney General and the Ohio Department of Health, as well as the safety directives from the President and Center for Disease Control regarding health risks posed by COVID-19, compel the City of North Canton to take unprecedented actions to continue the business of government while limiting gatherings so as to prevent the spread of COVID-19. Accordingly, in this limited circumstance, where the Governor has declared a state of emergency and the Director of the Ohio Department of Health is limiting gatherings to prevent the spread of COVID-19, the City shall hold its public meetings via teleconference; all other requirements of Ohio's Open Meetings Act, R.C. 121.22, shall be fulfilled.

Meeting notices shall provide instructions for the public on how they may hear discussions and deliberations of all members of the public body, and in certain circumstances, address the public body themselves.

The City of North Canton shall hold the **Special Council Meeting on January 7, 2021 at 5:00 PM** via teleconference. See attached agenda for matters to be discussed.

Instructions to hear the meeting described above are as follows:

**FOR THOSE WISHING TO WATCH THE MEETING:**

The meetings will be livestreamed via the City's YouTube page and will begin at 5:00 PM on Thursday, January 7, 2021.

BY THE ORDER OF THE CITY OF NORTH CANTON, COUNTY OF STARK, STATE OF OHIO:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

**NORTH CANTON SPECIAL COUNCIL MEETING**  
**January 7, 2021, 5:00 PM**  
**Agenda**

**1. Call to Order**

**2. Opening Prayer**

**3. Pledge of Allegiance**

**4. Roll Call**

**5. Recognition of Visitors**

**6. Old Business**

**6.a Ordinance No. 76-2020, 2nd Reading, Finance and Property**

An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids, according to specifications established by the Department of Administration and authorizing the Mayor, upon Board of Control approval, to enter into contracts, for the completion of those projects and purchases over \$50,000.00 and budgeted for in the 2021 annual budget as adopted by ordinance 66-2020.

**6.b Ordinance No. 79-2020, 2nd Reading, Finance and Property**

An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids, according to specifications established by the Department of Administration and authorizing the Mayor, upon Board of Control approval, to enter into contracts, for the completion of those projects and purchases over \$50,000.00 and budgeted for in the 2021 annual budget as adopted by ordinance 66-2020 and pertaining to Arrowhead Golf and Event Center.

**7. New Business**

**7.a Resolution No. 01-2021, 1st Reading, Personnel and Safety Committee**

A resolution approving the Collective Bargaining Agreement between the City of North Canton and the Fraternal Order of Police (“FOP”), Ohio Labor Council, Inc. (Police Lieutenants and Sergeants) as negotiated by the Department of Administration, and declaring the same to be an emergency.

**7.b Resolution No. 02-2021, 1st Reading, Personnel and Safety Committee**

A resolution approving the Collective Bargaining Agreement between the City of North Canton and the Ohio Patrolmen’s Benevolent Association (OPBA) (Patrolmen) as negotiated by the Department of Administration, and declaring the same to be an emergency.

**7.c Resolution No. 03-2021, 1st Reading, Personnel and Safety Committee**

A resolution approving the collective bargaining agreement between the City of North Canton and the Ohio Patrolmen’s Benevolent Association (OPBA) (Full-Time Dispatchers and Lead Dispatcher) as negotiated by the Department of Administration, and declaring the same to be an emergency.

**7.d Ordinance No. 01-2021, 1st Reading, Personnel and Safety Committee**

An ordinance to amend Chapter 137, Department of Police, of the Codified Ordinances of the City of North Canton, specifically Section 137.04 Personnel to change the position titles for dispatch personnel to reflect recent changes in position titles, and declaring the same to be an emergency.

**8. Adjourn**



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** January 7, 2021

**SUBMITTED BY:** Benjamin Young, Administration

**ITEM TYPE:** Ordinance

**AGENDA SECTION:** Old Business

**SUBJECT:** **Ordinance No. 76-2020, 2nd Reading, Finance and Property**  
An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids, according to specifications established by the Department of Administration and authorizing the Mayor, upon Board of Control approval, to enter into contracts, for the completion of those projects and purchases over \$50,000.00 and budgeted for in the 2021 annual budget as adopted by ordinance 66-2020.

**DESCRIPTION:** This ordinance authorizes projects and purchases budgeted for in the 2021 budget that will require specific Council and Board of Control approval. All such projects will be awarded through a competitive bidding process as required by the Charter.

**ATTACHMENTS:**  
[Ord. 76-2020 Approval for Budgeted Board of Control Projects.docx](#)

North Canton City Council  
Finance and Property Committee

ORDINANCE 76 - 2020

An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids, according to specifications established by the Department of Administration and authorizing the Mayor, upon Board of Control approval, to enter into contracts for the completion of those projects and purchases over \$50,000.00 and budgeted for in the 2021 Annual budget as adopted by ordinance 66-2020.

WHEREAS, the City of North Canton has appropriated money for all of the projects and major purchases listed below in ordinance 66-2020; and

WHEREAS, City Council wishes to authorize the award of contracts in accordance with the City Charter Section 4.05.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

Section 1. That the Director of Administration of the City of North Canton, be, and is hereby authorized to advertise and receive bids according to specifications established by the Department of Administration for the following projects and major purchases at costs not to exceed those listed:

a.	3 Police Patrol Vehicles with Equipment	\$ 170,000.00
b.	City Hall Lobby / Finance Rennovation Project	\$ 150,000.00
c.	50 <sup>th</sup> Street SE Project	\$ 60,000.00
d.	Portage Corridor Project	\$ 70,000.00
e.	Charlotte Street NW additional lane	\$ 600,000.00
f.	North Main Street Resurfacing Project	\$1,068,000.00
g.	Sealent for Price Park Walking Path	\$ 50,000.00
h.	Well and High Service Repairs	\$ 100,000.00
i.	Water Treatment Plant parking lot paving	\$ 140,000.00
j.	Sludge Lagoon Cleaning Contract	\$ 250,000.00
k.	Drilling of New Well at Oster Well Field	\$ 200,000.00
l.	Water Treatment Plant Chloride Removal System	\$ 200,000.00
m.	Canton-Akron Airport Water Distribution Booster Station	\$ 450,000.00
n.	Monticello Water Distribution Booster Station Design	\$ 50,000.00

Section 2. That the Mayor, upon Board of Control approval, be, and is hereby authorized to enter into contracts for all those projects, and major purchases described above, at costs not to exceed those listed above.

Section 3. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, it shall not affect the validity or enforceability of any other provision of this ordinance.

Section 4. That this ordinance shall take effect and be in full force from and after the earliest period allowed by law.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

Attest: \_\_\_\_\_  
Benjamin R. Young, Clerk of Council

\_\_\_\_\_  
Stephan B. Wilder, Mayor

Signed on: \_\_\_\_\_



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** January 7, 2021

**SUBMITTED BY:** Benjamin Young, Administration

**ITEM TYPE:** Ordinance

**AGENDA SECTION:** Old Business

**SUBJECT:** **Ordinance No. 79-2020, 2nd Reading, Finance and Property**  
An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids, according to specifications established by the Department of Administration and authorizing the Mayor, upon Board of Control approval, to enter into contracts, for the completion of those projects and purchases over \$50,000.00 and budgeted for in the 2021 annual budget as adopted by ordinance 66-2020 and pertaining to Arrowhead Golf and Event Center.

**DESCRIPTION:** This ordinance authorizes projects and purchases budgeted for in the 2021 budget that will require specific Council and Board of Control approval. All such projects will be awarded through a competitive bidding process as required by the Charter.  
This is only those projects at Arrowhead Golf and Event Center.

**ATTACHMENTS:**  
[Ord. 79-2020 Approval of Budgeted Projects for Arrowhead Golfcourse.docx](#)

North Canton City Council  
Finance and Property Committee

ORDINANCE 79 - 2020

An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids, according to specifications established by the Department of Administration and authorizing the Mayor, upon Board of Control approval, to enter into contracts for the completion of those projects and purchases over \$50,000.00, budgeted for in the 2021 Annual budget as adopted by ordinance 66-2020, and pertaining to Arrowhead Golf and Event Center.

WHEREAS, the City of North Canton has appropriated money for all of the projects and major purchases listed below in ordinance 66-2020; and

WHEREAS, City Council wishes to authorize the award of contracts in accordance with the City Charter Section 4.05.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

Section 1. That the Director of Administration of the City of North Canton, be, and is hereby authorized to advertise and receive bids according to specifications established by the Department of Administration for the following projects and major purchases at costs not to exceed those listed:

- |    |  |    |           |
|----|--|----|-----------|
| a. | Arrowhead Kitchen and Bar Renovations            | \$ | 53,000.00 |
| b. | Arrowhead Pickleball Court Installation          | \$ | 85,000.00 |
| c. | Arrowhead Pro-Shop and Pool Entrance Relocations | \$ | 60,000.00 |

Section 2. That the Mayor, upon Board of Control approval, be, and is hereby authorized to enter into contracts for all those projects, and major purchases described above, at costs not to exceed those listed above.

Section 3. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, it shall not affect the validity or enforceability of any other provision of this ordinance.

Section 4. That this ordinance shall take effect and be in full force from and after the earliest period allowed by law.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

Attest: \_\_\_\_\_  
Benjamin R. Young, Clerk of Council

\_\_\_\_\_  
Stephan B. Wilder, Mayor

Signed on: \_\_\_\_\_



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** January 7, 2021

**SUBMITTED BY:** Benjamin Young, Administration

**ITEM TYPE:** Resolution

**AGENDA SECTION:** New Business

**SUBJECT:** **Resolution No. 01-2021, 1st Reading, Personnel and Safety Committee**

A resolution approving the Collective Bargaining Agreement between the City of North Canton and the Fraternal Order of Police ("FOP"), Ohio Labor Council, Inc. (Police Lieutenants and Sergeants) as negotiated by the Department of Administration, and declaring the same to be an emergency.

**DESCRIPTION:** This resolution accepts and approves the collective bargaining agreement for Police Lieutenants and Sergeants, for 2021 through 2023. The agreement has been approved by Administration and the Union.

**ATTACHMENTS:**

[Res. 01-2021 Lieutenants and Sergeants CBA 2021-2023.docx](#)

[Lt Sgt CBA 2021-2023.pdf](#)

[APPENDIX A - MMO Summary of Benefits & Coverage.pdf](#)



North Canton City Council  
Personnel and Safety

RESOLUTION 01 - 2021

A resolution approving the collective bargaining agreement between the City of North Canton and the Fraternal Order of Police (“FOP”), Ohio Labor Council, Inc. (Police Lieutenants and Sergeants) as negotiated by the Department of Administration, and declaring the same to be an emergency.

WHEREAS, the Department of Administration has completed negotiations with the Fraternal Order of Police (“FOP”), Ohio Labor Council, Inc. (Police Lieutenants and Sergeants) for a collective bargaining agreement to run from January 1, 2021, to December 31, 2023, and

WHEREAS, Ohio Revised Code 4117.10(B) requires the approval of City Council for the use of funds necessary to implement a collective bargaining agreement and for the approval of any other matter which may by local law require legislative approval, and

WHEREAS, City Council may either accept or reject the agreement in its entirety, but is not empowered to amend or further negotiate the agreement or any provision thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That City Council of the City of North Canton does hereby accept and approve the collective bargaining agreement between the City of North Canton and the Fraternal Order of Police (“FOP”), Ohio Labor Council, Inc. (Police Lieutenants and Sergeants) as negotiated by the Department of Administration and attached hereto as “Exhibit A”.
- Section 2. That the Director of Administration has the approval of City Council to expend funds as necessary to implement this agreement as previously appropriated by Ordinance 66-2020.
- Section 3. That if a provision of this resolution is or becomes illegal, invalid, or unenforceable, it shall not affect the validity or enforceability of any other provision of this resolution.
- Section 4. That this resolution is hereby declared to be an emergency measure necessary for the preservation of the health, safety, and peace of the City of North Canton; and; further necessary for the timely implementation fo the collective bargaining agreement described herein, wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this resolution shall take effect and be in full force upon its adoption by Council, together with the Mayor’s approval. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

Attest: \_\_\_\_\_  
Benjamin R. Young, Clerk of Council

\_\_\_\_\_  
Stephan B. Wilder, Mayor

Signed on: \_\_\_\_\_



COLLECTIVE BARGAINING AGREEMENT BETWEEN

THE CITY OF NORTH CANTON

AND

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

(FOP-OLC)

POLICE LIEUTENANTS AND SERGEANTS

Effective: **January 1, 2021**

Expires: **December 31, 2023**

**SERB CASE #2020-MED-10-1176**

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## **ARTICLE 1 - PREAMBLE**

**1.01** This Agreement is hereby entered into by and between the City of North Canton, hereinafter referred to as the “Employer,” or the “City”, and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as “Union”.

## **ARTICLE 2 - PURPOSE & INTENT**

**2.01** In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and uninterrupted efficient operations, the Employer now desires to enter into an Agreement reached through collective bargaining, which will have for its purposes, among others, the following:

- a. to recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and condition of their employment;
- b. to promote fair and reasonable working conditions;
- c. to promote individual efficiency and service to the City of North Canton;
- d. to avoid interruption or interference with the efficient operation of the Employer’s business;
- e. to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

## **ARTICLE 3 - RECOGNITION**

**3.01** The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment as provided by the State Employment Relations Act, for all fulltime police Lieutenants and Sergeants employed in the Police Department (the “employees”), excluding all part-time, seasonal, and auxiliary officers, lead dispatcher, dispatchers, and Police Chief. All other employees of the Employer are excluded from the Bargaining Unit. Said recognition shall continue for a term as provided by law.

**3.02** The Employer will furnish the FOP-OLC with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be supplemented and furnished whenever a change occurs.

## **ARTICLE 4 - DUES DEDUCTION**

**4.01** During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the Union and the regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. No new authorization forms will be required from any employees in the North Canton Police Department for whom the Employer is currently deducting dues.

**4.02** The initiation fees, dues or assessments so deducted shall be in the amounts established by the FOP-OLC from time to time in accordance with its Constitution and Bylaws. The FOP-OLC shall certify to the Employer the amounts due and owing from the employees involved.

**4.03** The Employer shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date, such amounts shall be deducted from the next or subsequent pay.

**4.04** A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the Treasurer of the FOP-OLC within thirty (30) days from the date of making said deductions.

**4.05** The FOP-OLC hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article, and the FOP-OLC shall indemnify the Employer for any such liabilities or damages that may arise.

#### **ARTICLE 5 - MANAGEMENT RIGHTS**

**5.01** The Employer reserves all of the rights it had prior to entering into this Agreement and unless specifically modified or delegated away in the express written provisions of this Agreement, such rights shall include, but not be limited to the following:

- a.** Determine matters of inherent managerial policy, which includes, but are not limited to areas of discretion or policy such as the functions and programs of the public Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- b.** Direct, supervise, evaluate, or hire employees;
- c.** Maintain and improve the efficiency and effectiveness of Governmental operations;
- d.** Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- e.** Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- f.** Determine the adequacy of the workforce;
- g.** Determine the overall mission of the Employer as a unit of government;
- h.** Effectively manage the workforce;

- i. Take actions to carry out the mission of the public Employer as a governmental unit;
- j. Promulgate and enforce reasonable work rules.

#### **ARTICLE 6 - EMPLOYEE RIGHTS**

**6.01** An employee has the right to the presence and advice of a Union representative and/or Union Attorney at all disciplinary interrogations.

**6.02** Before any employee may be charged with any violation of the rules and regulations for a refusal to answer questions or participate in an investigation, the employee shall be advised that the refusal to answer such questions or participate in such investigation will be the basis of such a charge.

**6.03** Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. In addition, the employee may record such interrogation if the employee has a recording device available so as not to delay the investigation. The Employer may have a transcript of such recording at the Employer's expense.

**6.04** Prior to any questioning, the Employer will inform the employee of the nature of the investigation and if the Employer considers the employee to be a witness or the subject of an investigation.

**6.05** An employee may request an opportunity to review its personnel file, add memoranda to the file clarifying any documents contained in the file, and may have a Union representative present when reviewing the file. A request for copies of items included in the file shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

**6.06** With respect to investigations that may result in criminal charges, a formal charge of misconduct shall be prepared in writing stating the matters which are under investigation and the charges which are being considered.

**6.07** In the course of an internal affairs investigation, a polygraph examination will be administered only with the consent of the employee under investigation. If, in the course of an internal investigation, an employee has been given a polygraph examination, such examination shall not be used in any subsequent court action.

**6.08** All complaints against employees that may involve the employee's suspension or discharge of the employee, shall be investigated and either corroborated or found to be without merit, in accordance with Section 12.3 of the North Canton Police Department Policy and Procedures. The Employer will furnish a copy of the complaint to the affected employee whom the complaint has been filed against when the

Employer notifies the employee of the investigation. An employee will be notified of any requests by civilians to view the employee's personnel file by those other than the Employer's representatives. Such notifications shall be provided within 24 hours of any such requests.

**6.09** Oral and written reprimands more than one (1) year old shall not be used as a basis for future discipline.

## **ARTICLE 7 - DISCIPLINE**

**7.01** Disciplinary action taken by the Employer against non-probationary employees shall only be for just cause. Disciplinary action may be taken against non-promotional probationary employees who shall have no rights to appeal any such action through the Grievance Procedure herein contained or to any Civil Service Commission.

**7.02** A non-probationary employee shall be given written notice of the charges and the reason(s) for all disciplinary actions.

**7.03** Prior to any discipline being imposed, the employee shall be provided an opportunity to respond to the charges against him/her and he/she has the right to confer with a representative of the Union. Such response may include defenses the employee believes are applicable or mitigating circumstances.

**7.04** In the case of the emergency relief of duty, an employee may be suspended with pay pending a hearing in front of the Chief of Police pursuant to Section 8.03.

## **ARTICLE 8 - ASSOCIATION REPRESENTATION**

**8.01** The parties recognize that it may be necessary for an employee representative of the Union to leave a normal work assignment while acting in the capacity of 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 of Police. The Employer will not dock the pay of an employee representative for time spent during normal working hours conferring with the Employer on grievances or disciplinary matters. In addition, authorized representatives of the Union may use the Employer's facilities for membership or other meetings and shall be permitted to use the Employer's internal mail system or other internal communication system when properly authorized.

**8.02** Members of the Negotiating Committee shall be allowed reasonable time off to participate in collective bargaining meetings with the Employer without loss of pay, if held during a member's regular working hours.

**8.03** The Employer authorizes forty-eight (48) hours of Union time to be used for training, meetings, and other official Union functions. Union hours are to be credited upon January 1st of each year of this Agreement. The Union leave time does not carry over from year to year and must be used in the calendar year in which it is authorized

or forfeited.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

**9.01** Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination, or reprisal and except at Step 1, shall have the right to be represented by a person of his/her own choosing at all stages of the Grievance Procedures described herein. It is the intended purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure. This grievance procedure is the exclusive remedy for dispute resolutions under this Collective Bargaining Agreement.

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

- a. Grievance.** A “grievance” shall be defined as a dispute or controversy arising from the alleged misapplication or misinterpretation of the written provisions of this agreement.
- b. Grievant.** The “grievant” shall be defined as any employee, or group of employees within the Bargaining Unit of the Union.
- c. Days.** A “day” as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or holidays as provided for in this Agreement.

**9.03** The following procedures shall apply to the administration of all grievances filed under this procedure.

- a.** Except at Step 1, all grievances shall include: the name and position of the grievant; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place; the identity of the party responsible for causing the said grievance, if known to the grievant; a general statement of the nature of the grievance; and the redress sought by the grievant.
- b.** Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his/her representative, if any.
- c.** If a grievance affects a group of employees working in different locations, with different principals, or associated with an Employer-wide controversy, it may be submitted at Step 3.
- d.** The time limits provided herein will be strictly adhered to. Any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to respond to a grievance within the specified time limit, the grievance shall automatically proceed to the next step.



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

**9.04** All grievances shall be administered in accordance with the following steps of the grievance procedure. All grievances may first be handled under Step 1 of these procedures. It is permissible to bypass Step 1 of these procedures and initiate the grievance process with Step 2. In either case, Step 2 must be submitted within the 10 days of the occurrence of the facts giving rise to the grievance.

**Step 1.** An employee who believes he/she may have a grievance may attempt to resolve that alleged grievance by conversing with a representative(s) of the Employer and/or its designee that the employee feels is responsible for the alleged grievance and/or has the authority to resolve the alleged grievance.

**Step 2.** An employee who believes he/she may have a grievance shall submit in writing his/her grievance to the Chief of Police within 10 days of the occurrence of the facts giving rise to the grievance. Any decision issued by the Chief of Police and/or his designee shall be made in writing within 10 days of receiving the grievance.

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

#### **ARTICLE 10 - ARBITRATION PROCEDURE**

**10.01** In the event a grievance is unresolved after being processed through all steps of the above Grievance Procedures, unless mutually waived, then within thirty (30) days after the rendering of the decision at Step 3, the Union may submit the grievance to arbitration. The parties will promptly request a panel of seven (7) arbitrators from the federal mediation and conciliation service, and the parties will choose one arbitrator from the panel by the alternate strike method with the grieving party striking first.

**10.02** The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

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

**10.04** The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be evenly split by the parties. All other expenses shall be borne by the party

incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

**10.05** An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his/her regular hourly rate for all hours during which his/her attendance is required by either party. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed five (5) employees.

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

#### **ARTICLE 11 - NON-DISCRIMINATION**

**11.01** The Employer and the Union agree not to discriminate against any employee on the basis of race, religion, color, ancestry, national origin, age, sex, military status, or disability.

**11.02** The Union expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

#### **ARTICLE 12 - GENDER AND PLURAL**

**12.01** Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular and words in the masculine, feminine, or neuter gender shall be construed all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

#### **ARTICLE 13 - CONFORMITY TO LAW**

**13.01** This Agreement shall supersede any present and future state and local laws, along with any applicable rules and regulations, and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

**13.02** If the enactment of legislation or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

**13.03** Any matter not specifically covered by this Collective Bargaining Agreement shall be covered by the applicable ordinance or civil service rule of the City of North Canton or the State of Ohio.

## **ARTICLE 14 - HOURS OF WORK**

**14.01** Employees shall work a five (5) day week of eight (8) hours per day for a total of a forty (40) hour workweek. The workweek need not be made up of consecutive days if the nature of the work to be performed requires that twenty-four (24) hour services be maintained seven (7) days per week.

**14.02** Work schedules shall be posted subject to the Employer's right to change the schedule with as much advanced notice as possible. Employees shall have the right to trade shifts or workdays as long as the trade does not create overtime or double shifts.

**14.03** Steady shifts will be assigned in seniority order starting with the Lieutenant with the most seniority proceeding down to the Sergeant with the least seniority.

- a.** In October of each year, all employees shall submit in writing to the patrol commander his first, second, and third shift preference for the coming year. Employees who neglect to specify their preference shall be presumed to have no preference.
- b.** Bargaining Unit Members will be assigned the steady shift he most desires if possible. If a Bargaining Unit Member's first choice of steady shift is not available, he will be assigned his second choice if possible. If the Bargaining Unit Member's second choice of steady shift is not available, he will be assigned his/her third choice if possible. If that employee's Bargaining Unit Member's third choice of steady shift is not available, he will be assigned to whatever shift remains to be filled.
- c.** Steady shifts shall run from January through December, of each year of this Agreement.
- d.** Management reserves the right to assign one Bargaining Unit Member Employee to steady swing shift for the primary purpose of covering the absence of other Bargaining Unit Members and to provide additional manpower as needed on any shift. This swing shift position shall also be assigned by seniority bidding.
- e.** Any vacancies or transfers from special assignments shall also be filled by seniority bidding.
- f.** The Employer determines how many employees will be assigned to any shift.

## **ARTICLE 15 - OVERTIME PAY ALLOWANCE**

**15.01** Employees working in excess of their normal shift shall receive credit for time worked in one-quarter hour increments. All overtime is subject to the Chief of Police's approval.

**15.02** Employees called out for duty shall receive a minimum of two (2) hours work or two (2) hours pay, if not needed to work the total of two (2) hours.

**15.03** All time worked in excess of forty (40) hours in one (1) calendar week shall be compensated at one and one-half (1½) times the hourly rate. Employees have the choice of any combination of either overtime pay or compensatory time off.

**15.04** Prior to a non-bargaining Unit Member being made OIC Officer in Charge for a full shift, a Bargaining Unit Member will be given the opportunity to work the shift vacancy.

**15.05** Prior to an employee of a higher rank filling a full shift OIC vacancy, bargaining unit members of the same rank as the employee where the vacancy occurs, will be provided the first opportunity to work the vacancy.

**15.06** Accumulation of compensatory time shall have a maximum of eighty (80) hours accumulation at any one time. Accrued but unused compensatory time shall be paid to the employee within two (2) weeks for any of the following reasons: employee leaving an hourly position and being promoted to a salary position or if an employee resigns or is terminated or retires.

#### **ARTICLE 16 - HOLIDAYS**

**16.01** The following paid holidays will be observed by all fulltime employees and such employees shall be paid an amount equal to eight (8) hours of pay at the employee's regular rate, unless otherwise specified in this Article:

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

**16.02** An employee must be on the active payroll in order to be entitled to holiday pay. Active payroll is defined as actually working or on a paid leave. A holiday as identified in Section 01 of Article 16 shall be considered as a day worked for accrual of fringe benefits.

**16.03** Employees who work on a holiday shall be compensated at their regular rate plus time and one-half for the holiday worked in either pay or compensatory time. At the option of the employee, he may receive that day off work with full regular pay if shift manpower allows. The employee may split the overtime wages on a holiday between pay and compensatory time, but it must be one (1) hour increments. Compensatory time must be taken consistent with any applicable state and federal regulations.

**16.04** If any of the aforementioned holidays should fall on a Bargaining Unit member's regular day off, the employee shall receive eight (8) hours pay at time and one-half (1½).

#### **ARTICLE 17 - VACATIONS**

**17.01** For the sole purpose of the application of this article, employees who were employed in a calendar year prior to January 1, 2003 shall be deemed to have a service date of January 1<sup>st</sup> of that year in which their employment commenced. Any employee, who during the term of this Agreement, receives more vacation than the following schedule indicates, shall not have his vacation reduced to conform to the schedule.

**17.02** Employees employed less than one (1) year by January 1<sup>st</sup> shall be granted a paid vacation at the rate of one (1) vacation day per full month worked, not to exceed ten (10) days.

**17.03** Employees having been employed one (1) through four (4) years by January 1<sup>st</sup> shall be granted a paid vacation allowance of two (2) calendar weeks in that calendar year of employment.

**17.04** Employees having been employed five (5) through nine (9) years by January 1<sup>st</sup> shall be granted a paid vacation allowance of three (3) calendar weeks in that calendar year of employment.

**17.05** Employees who have been employed ten (10) through fourteen (14) years by January 1<sup>st</sup> shall be granted a paid vacation allowance of four (4) calendar weeks in that calendar year of employment.

**17.06** Employees who have been employed fifteen (15) through nineteen (19) years by January 1<sup>st</sup> shall be granted a paid vacation allowance of five (5) calendar weeks in that calendar year of employment.

**17.07** Employees who have been employed more than nineteen (19) years by January 1<sup>st</sup> shall be granted a paid vacation allowance of six (6) calendar weeks in that calendar year of employment.

**17.08** All vacation allowances shall be granted at a time approved by the Chief of Police and with concurrence of the Director of Administration. A vacation schedule based on the Rules and Regulations of the Police Department shall be made up by the Chief of Police each year with vacation periods so staggered that the employee's absence will not seriously jeopardize the departmental work schedule for that year. Vacation approval shall not be denied solely on the basis it creates overtime.

**17.09** When the normal workweek is forty (40) hours, the paid vacation allowance will be based thereon.

**17.10** Three (3) weeks of paid vacation allowance may be carried over to the next

calendar year. The three (3) weeks shall be the maximum amount which may be carried over regardless of the year to which the allowance is attributable.

**17.11** Any employee who resigns, retires, or is laid off shall be entitled to be paid for vacation allowance earned in the previous year and eligible to be taken in the current year, plus vacation earned in the current year, at the pro rata amount of one twelfth (1/12) for each full month worked subsequent to January 1<sup>st</sup>.

**17.12** Vacation shall be used in increments of one week or more except that vacations may be used in lesser increments when authorized by the Chief of Police, with the concurrence of the Director of Administration; however, vacations may not be taken in lesser increments than one-half (½) day.

**17.13** When an employee's vacation balance exceeds 3 weeks (120 hours) at year end, the excess balance that cannot be carried over to the next calendar year per section 17.10, up to forty (40) hours, will be paid no later than February 28<sup>th</sup> the following year.

#### **ARTICLE 18 - SICK LEAVE**

**18.01** Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) illness, injury or death in the employee's immediate family.

**18.02** All employees shall earn sick leave at the rate of 4.615 hours for every eighty (80) hours paid not to exceed fifteen (15) days per year and may accumulate such sick leave to an unlimited amount.

**18.03** An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one (1) hour before the start of his work shift each day the employee is to be absent.

**18.04** Sick leave may be used in segments of not less than one-fourth (¼) hour.

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

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

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

**18.08** The Employer may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

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

**18.10** Upon the retirement of an employee hired on or before July 31, 2011 who has not less than ten (10) years of continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio Retirement System such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-half ( $\frac{1}{2}$ ) the total number of accumulated but unused sick hours earned by the employee, as certified by the Finance Department.

**18.11** Upon the retirement of an employee hired on or after August 1, 2011 who has not less than ten (10) years of continuous full-time employment with the Employer and who has qualified for retirement benefits from a State of Ohio Retirement System such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by twenty-five percent of the total number of accumulated but unused sick hours earned by the employee, as certified by the Finance Department, up to a maximum payment equal to two- hundred forty (240) hours.

**18.12** An employee with a minimum of four hundred (400) hours sick leave shall receive an additional twenty-four (24) hours of personal time per year. The usage of the personal days shall be charged to sick leave. The Police Chief must approve the use of any personal days taken under this Section. The personal time awarded pursuant to this section may be taken in one (1) hour increments.

#### **ARTICLE 19 - MILITARY LEAVE**

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

#### **ARTICLE 20 - JURY DUTY LEAVE**

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

**20.02** Afternoon shift employees serving on a jury until 12:00 noon or later, will not be expected to report for work on their regular shift on that day, and will receive the difference in earnings. Night shift employees scheduled to report for jury duty will not be expected to report to work on the immediately preceding night shift but will be paid as outlined above. Night shift employees released from jury duty prior to noon and not scheduled to report for jury duty the following day will be expected to report for work on the night shift following such release.

**20.03** Paid Jury Duty leave will not exceed eighty (80) hours per calendar year without Employer's approval. It will be the employee's responsibility to present to the City the necessary documents, including pay vouchers/check from the Clerk of Courts.

#### **ARTICLE 21 - DISABILITY PAY ALLOWANCE**

**21.01** Any employee injured in the line of duty, whose claim is allowed by the Bureau of Workers' Compensation, shall receive, at the discretion of the City, either: (1) the employee's regular full wages; or (2) the difference between the amount allowed per month by the Bureau of Workers' Compensation as an award of Temporary Total Disability benefits and the employee's regular full wages. There shall be a twelve (12) month limit on the amount of disability pay per injury, including reoccurrence of the injury as allowed by the Bureau of Workers' Compensation, an employee is entitled to under this Article. The Employer, at its sole discretion, may extend the leave, such extension not being subject to the grievance procedure. Such discretion shall not be unreasonably denied.

#### **ARTICLE 22 - FUNERAL LEAVE**

**22.01** Three (3) days excused absence with pay upon the death of the employee's mother, father, sister, brother, wife, husband, son, daughter, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, stepmother, stepfather, stepchildren, grandchild, or grandparent-in-law.

**22.02** With permission of the Chief of Police, the employee may be allowed one (1) day for a funeral other than that of those named in Section .01. Said time off shall not be charged against sick leave or vacation allowance but shall be leave with pay.

#### **ARTICLE 23 - UNPAID LEAVE**

**23.01 Maternity.** Maternity leave shall include pregnancy, childbirth, and related medical conditions. Upon written request to the Director of Administration, a pregnant employee may be granted a leave of absence without pay, subject to the following rules. Such leave shall run concurrently with any applicable FMLA leave.

**23.02 Length of Leave.** Leaves of absence for maternity leave shall be limited to the period of time that the pregnant employee is unable to perform the substantial, material duties of the employee position. This period may include reasonable pre-delivery, delivery, and recovery time, as certified in writing by a physician, not to exceed one hundred eighty (180) days. Such leave shall not include time being requested for the purposes of childcare following the recovery of the employee.



**23.03 Physician Certificate.** A pregnant employee requesting a leave of absence without pay must present at the time the request is made, a physician's certificate stating the probable period for which the employee will not be able to perform substantial, material duties of the employee's position due to pregnancy, childbirth, or related medical conditions.

**23.04 Sick Leave Usage.** Upon request to the Director of Administration, and in accordance with the rules of the City of North Canton with regard to sick leave, a pregnant employee shall be permitted to use any or all of the employee's accumulated sick leave credit only for the period of time, as certified by the physician's certificate, that the employee isn't able to work as a result of pregnancy, childbirth, or related medical conditions. An employee using sick leave credit shall not be prevented from receiving a leave of absence for maternity leave purposes without pay for the remainder of the period as defined in Section .01 of this rule.

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

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

**23.07 Return to Service.** Upon completion of a leave of absence for maternity leave purposes, without pay, the employee shall be returned to the same or similar position within the employees' former classification.

**23.08 Failure to Return.** An employee who fails to return to duty upon completion or valid cancellation of leave of absence without pay and without explanation to the Director of Administration, or his representative, may be removed from the service of the Employer. An employee who fails to return to service from a leave of absence without pay and is subsequently removed from the service is deemed to have a termination date corresponding to the starting date of the leave of absence without pay.

**23.09 Abuse of Leave.** If it is found that a leave is not actually being used for the purpose for which it was originally granted, the Director of Administration, may cancel the leave and direct the employee to report for work by giving written notice to the employee.

## **ARTICLE 24 - PERSONAL TIME**

**24.01** Employees shall receive sixteen (16) hours of personal time per year off work with compensation; said personal time to be designated by the employee with the approval of the Chief of Police.

**24.02** An employee hired prior to July 1<sup>st</sup> will receive sixteen (16) hours of personal

time that year. An employee hired after July 1st and prior to September 1<sup>st</sup> will receive eight (8) hours of personal time that year and an employee hired after September 1<sup>st</sup> will receive none for that year.

**24.03** All employees shall be able to work on a designated personal day at their usual hourly rate of pay. The employee must inform the Police Chief or his designee at least forty-eight (48) hours in advance of the intention to use a personal day. Permission to use the personal days shall not be unreasonably denied. All personal days must be used in the year in which they are accrued.

**24.04** Personal time may be taken in four (4) hour increments subject to scheduling considerations.

#### **ARTICLE 25 - WAGES**

**25.01** Effective the first full pay period which includes January 1<sup>st</sup> of each year of this Agreement, there shall be established a rank differential for all Union members of the Bargaining Unit. The rank differential for Lieutenants will be set at 12% above a Sergeant's salary for non-probationary Union Lieutenants of the Union Bargaining Unit. A rank differential of 8% above a Sergeant's salary shall be established for all Lieutenants in probationary status. The rank differential for Sergeants will be set at 17% above the sum of Patrolmen's base salary as defined below in subsections (A), and (B) for non-probationary Sergeants of the Bargaining Unit. A rank differential of 12% shall be established for all Sergeants in probationary status.

**a.** The base salary of a patrolman as defined by the Patrolmen's Collective Bargaining Agreement for the Patrolman fourth year;

**b.** An increase in the current monetary benefit(s) patrolmen or a new monetary benefit is granted to patrolmen (whether or not said benefit or compensation appears in the Patrolmen's Collective Bargaining Agreement) that is considered taxable income to the patrolmen and the same is not granted to the Bargaining Unit Members in a similar manner or fashion.

**25.02** All employees shall receive a shift differential in the amount of thirty-five cents (\$0.35) per hour for afternoon shift and fifty cents (\$0.50) per hour for midnight shift, for hours actually worked.

**25.03** Each full-time employee included in the above rate schedule shall receive the Senior Patrol Officer's stipend, currently at \$450.00, during the first pay period of each year of the Agreement.

#### **ARTICLE 26 - LONGEVITY PAY**

**26.01** Subject to Article 27.02, Employees shall receive a longevity pay at the rate of seventy dollars (\$70.00) dollars per year of full-time employment with the Employer. Annual longevity payments shall be made during the first half of the month of December to all employees who have completed at least five (5) years of continuous service and who are employed by the Employer on November 30 of the

year in which the longevity payment is made.

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

#### **ARTICLE 27 - UNIFORM ALLOWANCE**

**27.01** An annual uniform allowance of one thousand two hundred fifty (\$1,250.00) dollars shall be paid for the position of Lieutenant and Sergeant. Such payment shall be made by January 20<sup>th</sup>. During subsequent years of employment, he/she shall be entitled to receive the uniform allowance by January 20<sup>th</sup>.

**27.02** The Employer shall provide, at no cost to the employee, a protective vest/body armor (threat level II or greater) upon employment. The Employer shall replace the protective vest/body armor promptly according to the manufacturer's guidelines or warranty. The Employer shall also replace the protective vest/body armor at any time the composition of the vest is compromised for any reason thereby reducing it below the threat level II protection threshold. Upon separation from service the employee shall be permitted to retain the issued protective vest/body armor at no cost, except that this shall not apply to probationary employees.

#### **ARTICLE 28 - EDUCATIONAL BENEFITS**

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

**28.02** Reimbursement for expenses permitted is contingent upon appropriation of funds.

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

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

#### **ARTICLE 29 - INSURANCES**

**29.01** The Employer shall provide hospitalization, major medical, dental, optical and a prescription drug program with coverage levels set forth below. Said medical service benefit shall be a plan(s) selected or approved by the "Insurance Committee". For the purpose of the Agreement the "Insurance Committee" is a group of City employees comprised of a representative from each collective bargaining unit, the Mayor's designee, and Council's designee. A quorum, defined as a majority of the Insurance

Committee members, shall meet annually at a minimum and as needed on an ad hoc basis, to review medical plans and benefits to provide recommendations to the City Administrator. Recommendations must be approved by a majority vote of the Insurance Committee quorum. The City retains the right to restructure the health care and life insurance during this contract as to cost containment procedures but may not institute any change of coverage or benefit without mutual agreement of the parties herein.

**29.02** Bargaining unit members shall contribute via payroll deduction eleven percent (11%) of the monthly COBRA amount established in December of the immediately preceding year. The Employer will provide the Union Director 30 days' notice of any rate change. Said deductions shall be prorated and deducted on a bi-weekly pay period basis. The Employer will continue the Internal Revenue Service Section 125 Plan so that employee participation as expressed in this section shall be on a pre-tax basis.

**29.03** The Employer shall adopt a standardized PPO benefit plan with network/non-network deductible and coinsurance as detailed in Appendix A.

**29.04** The Employer will provide and pay 100% of the full premium for all full-time employees for a term life insurance policy in the face value of fifty thousand dollars (\$50,000.00).

#### **ARTICLE 30 - LAW ENFORCEMENT INSURANCE**

**30.01** All regular police officers and part-time special police officers and the necessary City officials shall be covered by a law enforcement comprehensive professional liability policy in an amount determined to be adequate by the Director of Administration and the Chief of Police. Costs of such insurance to be covered by Employer.

#### **ARTICLE 31 - LAY-OFF AND RECALL**

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

**31.02** Employees within affected job titles shall be laid off according to their relative seniority (within the Bargaining Unit) with the least senior being laid off first, provided that all students, temporary, part-time, seasonal, and probationary employees within the effected job title(s), within the Bargaining Unit, are laid off first in the above respective order.

**31.03** 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.

**31.04** Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail. An employee who refuses recall or does

not report to work within fifteen (15) working days from the date the Employer mails the recall notice, shall be considered to have resigned his position and forfeits all rights to employment with the Employer.

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

## **ARTICLE 32 - PROMOTIONS**

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

## **ARTICLE 33 - MISCELLANEOUS**

**33.01 Pension Pickup.** Any employee of the police department of the City of North Canton who is a member of the Ohio Police and Fire Pension Fund or the Public Employees Retirement System of Ohio shall have his compensation reduced by an amount equivalent to that employee's contribution to the Police and Fire Pension Fund or the Public Employees Retirement System of Ohio, as the case may be, and that the amount of the employee's contribution to the Police and Fire Pension Fund or the Public Employees Retirement System of Ohio, as the case may be, be paid by the City of North Canton on behalf of the employee, and that the amount of the contribution so paid on behalf of the employee by the Employer be added to the salary or wage of the employee in the calculation of pensions and other benefits and is subject to the City of North Canton income tax.

In respect to the employee's contribution to the Public Employees Retirement System of Ohio, that contribution shall be the employee's contribution to the employee's savings fund defined R.C. 145.47.

**33.02** All permanent appointments as a police Lieutenant or Sergeant shall be for a probationary period of ninety (90) days. During such period, the Employer shall have the discretion to discipline, discharge, or demote such employees(s) and any such action shall only be appealable through the grievance procedure contained herein. The Employer and the Union may agree to extend the probationary period for an employee on an individual basis.

**33.03** The Employer shall cause a copy of any required test such as, but not limited to, psychological, polygraph, or drug testing, to be delivered to the Bargaining Unit members upon execution of a release. Release forms to be provided by the Employer. A copy of said executed release for shall be maintained with the copy of the testing results at all times.

**33.04 Personnel files:** Each employee may inspect his own personnel file and any

FOP staff Union representative may request to inspect employees personnel file maintained by the Employer. The Employer may maintain only one such file. Inspection of the individuals personnel file shall be by scheduled appointment requested in writing or by phone call to the employer or designee. Appointments shall be during regular scheduled work hours of the administrative staff of the Employer. An employee shall be entitled to have a representative of his/her choice accompany him/her during such review. Any employee may copy documents in his/her official personnel file. Any Union representative of the FOP/OLC as designated in Article 3 of this Agreement may inspect the personnel file of any Bargaining Unit employee provided that the employee is present at time of inspection, or upon written authorization including the signature of the employee.

**33.05** If an unfavorable statement or notation is or is about to be placed in an employee's official personnel file, the employee shall be given the right to place a statement of rebuttal or explanation in the file. No anonymous material of any type shall be included in the employee's personnel file. All entries and copies of records pertaining to allegations or charges which are determined to be unfounded or the investigation of which results in the exoneration of the employee, shall be delivered to the employee.

#### **ARTICLE 34 - DRUG TESTING**

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

**34.02** 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, or when the employee has discharged a weapon while on duty.

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

**34.04** Drug screening tests shall be given to employees to detect the illegal use of controlled substances as defined in R.C. 3619. If the initial screening is positive, the employee's sample shall be subjected to a confirmatory test that shall be administered by a medical laboratory licensed by the State of Ohio and accredited by the College of American Pathologists or other mutually agreed upon entity. The employee may have a second confirmatory test of the split sample done at a lab of his choosing, and at his expense. This test shall be given the same evidentiary weight as the previous test, provided a neutral chain of custody remains unbroken.

**a.** If all the screening and confirmatory tests are positive, then the Bargaining Unit Member involved may be required to enter into rehabilitation referral. The City shall maintain the right to discipline the employee in addition to mandating rehabilitation.

**b.** Prior to any notification by the Employer for drug screening or testing, an employee may elect to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel. The cost of the program will be covered according to the provisions of the employee's health insurance plan.

**c.** An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, or personal days for the period of the rehabilitation. If no such leave credit is available, such employees shall be placed on leave of absence without pay for the period of the rehabilitation leave.

**d.** Upon completion of the program, and provided that a retest demonstrates that the employee is no longer illegally using a controlled substance, and/or subject to any disciplinary action that may be taken pursuant to this Article, the employee shall be returned to his position. Such employee may be subject to random retesting upon return to his position for a period of one (1) year from the date of his return.

**e.** Any employee in the above-mentioned rehabilitation program will not lose any seniority or benefits should it be necessary that the employee ~~be~~ be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.

**f.** If an employee refuses to undergo rehabilitation or detoxification pursuant to a lawful order, or fails to complete a program of rehabilitation, or tests positive at any time within one (1) year after his return to work upon completion of the rehabilitation program, the employee shall be subject to disciplinary action.

**g.** Except as otherwise provided herein, the cost of all drug screening shall be borne by the City.

**h.** For the purpose of this Article "periodic" shall mean not more than three times per year, except that a drug test may be performed at any time upon "reasonable suspicion" of drug use. An employee may be tested more frequently during the one (1) year period after his return from a rehabilitation program.

**34.05** 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.

**34.06** Despite Ohio's medical marijuana law, Ohio Revised Code Chapter 3796, the federal government regulates drugs through the Controlled Substances Act, which classifies marijuana as a Schedule I drug with no currently accepted medical use, together with a high potential for abuse. 21 U.S.C. 812. Accordingly, the Employer shall neither permit nor accommodate an employee's use, unlawful possession, or illegal distribution of medical marijuana. A violation of this article, however, does not impact the "just cause" provision found in Article 8, and "reasonable suspicion" provision in Section 36.01 of this Agreement.

#### **ARTICLE 35 - DURATION OF AGREEMENT**

**35.01** This Agreement is effective from January 1, 2021 through December 31, 2023. 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 R.C. 4117 shall apply.

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

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

FOR THE CITY OF NORTH CANTON

\_\_\_\_\_  
Chuck Aliff, Staff Representative

\_\_\_\_\_  
Stephan B. Wilder, Mayor

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

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

\_\_\_\_\_  
Doug Cardwell, Union Representative

As to form & Content:

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

\_\_\_\_\_  
Matt Buzzard, Union Representative

\_\_\_\_\_  
Scott Zurakowski, Attorney for City

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

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



### **Finance Director's Certificate**

I certify that the amount required to meet the contract agreement, obligation, payment, or expenditure for the above collective bargaining agreement, State Employment Relations Board Case number 2020-MED-10-1176, has been lawfully appropriated, authorized, or directed for such purpose and is in the treasury or in the process of collection to the credit of the General Fund, free from any obligation or certification outstanding.

\_\_\_\_\_  
Jina Alaback, Director of Finance

\_\_\_\_\_  
Date



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately.

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 800-540-2583. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at [MedMutual.com/SBC](http://MedMutual.com/SBC) or call 800-540-2583 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	\$500/single,\$1,000/family Network \$500/single,\$1,000/family Non-Network	Generally, you must pay all of the costs from providers up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your <u>deductible</u> ?	Yes. Certain <u>preventive care</u> and all services with <u>copayments</u> are covered and paid by the <u>plan</u> before you meet your <u>deductible</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
Are there other <u>deductibles</u> for specific services?	No	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	\$2,000/single,\$4,000/family Network \$3,500/single,\$7,000/family Non-Network	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?	<u>Cost sharing</u> for <u>prescription drugs</u> , <u>premiums</u> , balance-billed charges and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes, See <a href="http://MedMutual.com/SBC">MedMutual.com/SBC</a> or call 800-540-2583 for a list of participating providers.	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays ( <u>balance billing</u> ). Be aware your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No	You can see the <u>specialist</u> you choose without a <u>referral</u> .



All **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies. Services with **copayments** are covered before you meet your **deductible**, unless otherwise specified.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$25 copay/visit	30% <u>coinsurance</u>	None
	<u>Specialist visit</u>	\$25 copay/visit	30% <u>coinsurance</u>	None
	<u>Preventive care/ screening/ immunization</u>	No charge	30% <u>coinsurance</u>	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services you need are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray)	No charge	30% <u>coinsurance</u>	None
	<u>Diagnostic test</u> (blood work)	No charge	30% <u>coinsurance</u>	None
	Imaging (CT/PET scans, MRIs)	No charge	30% <u>coinsurance</u>	None
If you need drugs to treat your illness or condition  More information about <b>prescription drug coverage</b> is available at MedMutual.com/SBC	Drug Out of Pocket Limit - Single	\$4,350	Does Not Apply	None
	Drug Out of Pocket Limit - Family	\$8,700	Does Not Apply	None
	Generic copay - retail Tier 1	20% <u>coinsurance</u> , \$10 minimum	Does Not Apply	Covers up to a 30-day supply.
	Generic copay - home delivery Tier 1	\$27	Does Not Apply	Covers up to a 90-day supply.
	Preferred brand copay - retail Tier 2	30% <u>coinsurance</u> , \$20 minimum	Does Not Apply	Covers up to a 30-day supply.
	Preferred brand copay - home delivery Tier 2	\$48	Does Not Apply	Covers up to a 90-day supply.
	Non-preferred brand copay - retail Tier 3	50% <u>coinsurance</u> , \$45 minimum	Does Not Apply	Covers up to a 30-day supply.
	Non-preferred brand copay - home delivery Tier 3	\$95	Does Not Apply	Covers up to a 90-day supply.
	<u>Specialty drugs</u>	Applicable drug tier copay applies	Does Not Apply	None

[ For more information about limitations and exceptions, see the plan or policy document at MedMutual.com/SBC.]

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	Physician/surgeon fees (Outpatient)	\$25 copay/visit at Physician; 10% <u>coinsurance</u> for all other places after <u>deductible</u>	30% <u>coinsurance</u>	None
If you need immediate medical attention	<u>Emergency room care</u>	10% <u>coinsurance</u>		None
	<u>Emergency medical transportation</u>	10% <u>coinsurance</u>		None
	<u>Urgent care</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
If you have a hospital stay	Facility fee (e.g., hospital room)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	Physician/ surgeon fee (inpatient)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Benefits paid based on corresponding medical benefits		None
	Inpatient services	Benefits paid based on corresponding medical benefits		None
If you are pregnant	Office visits	No charge	30% <u>coinsurance</u>	<u>Cost sharing</u> does not apply to certain <u>preventive services</u> . Depending on the type of services, copay, <u>coinsurance</u> or <u>deductible</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	Childbirth/delivery facility services	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	<u>Home health care</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	(100 visits per benefit period)
	<u>Rehabilitation services</u> (Physical Therapy)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	(includes massage therapy rendered by a licensed massage therapist)
	<u>Habilitation services</u> (Occupational Therapy)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	<u>Habilitation services</u> (Speech Therapy)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	<u>Skilled nursing care</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	(120 days per benefit period)
	<u>Durable medical equipment</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	<u>Hospice services</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
If your child needs dental or eye care	Children's eye exam	No charge	30% <u>coinsurance</u>	None
	Children's glasses	Not Covered		Excluded Service
	Children's dental check-up	Not Covered		Excluded Service

Excluded Services & Other Covered Services:

Services Your <u>Plan</u> Generally Does NOT Cover (Check your policy or <u>plan</u> document for more information and a list of any other <u>excluded services</u> .)		
<ul style="list-style-type: none"><li>Acupuncture</li><li>Children's dental check-up</li><li>Children's glasses</li><li>Cosmetic Surgery</li></ul>	<ul style="list-style-type: none"><li>Dental Care (Adult)</li><li>Hearing Aids</li><li>Infertility Treatment</li><li>Long-Term Care</li></ul>	<ul style="list-style-type: none"><li>Non-emergency care when traveling outside the U.S.</li><li>Routine Eye Care (Adult)</li><li>Routine Foot Care</li><li>Weight Loss Programs</li></ul>
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your <u>plan</u> document.)		
<ul style="list-style-type: none"><li>Bariatric Surgery</li></ul>	<ul style="list-style-type: none"><li>Chiropractic Care</li></ul>	<ul style="list-style-type: none"><li>Private-Duty Nursing</li></ul>

**Your Rights to Continue Coverage:** There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the Department of Labor's Employee Benefits Security Administration at 866-444-EBSA (3272) or [dol.gov/ebsa/healthreform](http://dol.gov/ebsa/healthreform) and the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 877-267-2323 x61565 or [cciio.cms.gov](http://cciio.cms.gov). Other coverage options may be available to you, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit [HealthCare.gov](http://HealthCare.gov) or call 800-318-2596.

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: the Department of Labor's Employee Benefits Security Administration at 866-444-EBSA (3272) or [dol.gov/ebsa/healthreform](http://dol.gov/ebsa/healthreform) or your plan at 800-540-2583.

**Does this plan provide Minimum Essential Coverage? Yes.**

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

**Does this plan meet Minimum Value Standards? Yes.**

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

-----To see examples of how this plan might cover costs for sample medical situations, see the next section-----  
The coverage example numbers assume that the patient does not use an HRA or FSA. If you participate in an HRA or FSA and use it to pay for out-of-pocket expenses, then your costs may be lower.

## About these Coverage Examples:



**This is not a cost estimator.** Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

### Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

■ The <u>plan's</u> overall <u>deductible</u>	\$500
■ <u>Specialist</u> copay	\$25
■ Hospital (facility) <u>coinsurance</u>	10%
■ Other <u>coinsurance</u>	10%

**This EXAMPLE event includes services like:**

Specialist office visits (*prenatal care*)  
 Childbirth/Delivery Professional Services  
 Childbirth/Delivery Facility Services  
Diagnostic tests (*ultrasounds and blood work*)  
Specialist visit (*anesthesia*)

<b>Total Example Cost</b>	<b>\$12,700</b>
---------------------------	-----------------

**In this example, Peg would pay:**

<i>Cost Sharing</i>	
<u>Deductibles</u>	\$500
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$1,100

<i>What isn't covered</i>	
Limits or exclusions	\$60

<b>The total Peg would pay is</b>	<b>\$1,660</b>
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### Managing Joe's Type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

■ The <u>plan's</u> overall <u>deductible</u>	\$500
■ <u>Specialist</u> copay	\$25
■ Hospital (facility) <u>coinsurance</u>	10%
■ Other <u>coinsurance</u>	10%

**This EXAMPLE event includes services like:**

Primary care physician office visits (*including disease education*)  
Diagnostic tests (*blood work*)  
Prescription drugs  
Durable medical equipment (*glucose meter*)

<b>Total Example Cost</b>	<b>\$5,600</b>
---------------------------	----------------

**In this example, Joe would pay:**

<i>Cost Sharing</i>	
<u>Deductibles</u>	\$0
<u>Copayments</u>	\$200
<u>Coinsurance</u>	\$900

<i>What isn't covered</i>	
Limits or exclusions	\$20

<b>The total Joe would pay is</b>	<b>\$1,120</b>
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### Mia's Simple Fracture

(in-network emergency room visit and follow up care)

■ The <u>plan's</u> overall <u>deductible</u>	\$500
■ <u>Specialist</u> copay	\$25
■ Hospital (facility) <u>coinsurance</u>	10%
■ Other <u>coinsurance</u>	10%

**This EXAMPLE event includes services like:**

Emergency room care (*including medical supplies*)  
Diagnostic test (*x-ray*)  
Durable medical equipment (*crutches*)  
Rehabilitation services (*physical therapy*)

<b>Total Example Cost</b>	<b>\$2,800</b>
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**In this example, Mia would pay:**

<i>Cost Sharing</i>	
<u>Deductibles</u>	\$500
<u>Copayments</u>	\$50
<u>Coinsurance</u>	\$200

<i>What isn't covered</i>	
Limits or exclusions	\$0

<b>The total Mia would pay is</b>	<b>\$750</b>
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Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: 800-540-2583.

The plan would be responsible for the other costs of these EXAMPLE covered services.

[ For more information about limitations and exceptions, see the plan or policy document at MedMutual.com/SBC.]



# Multi-Language Interpreter Services & Nondiscrimination Notice



This document notifies individuals of how to seek assistance if they speak a language other than English.

## Spanish

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-382-5729 (TTY: 711).

## Chinese

注意:如果您使用繁體中文,您可以免費獲得語言援助服務。請致電 1-800-382-5729 (TTY: 711)。

## German

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-800-382-5729 (TTY: 711).

## Arabic

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-382-5729 رقم هاتف الصم والبكم (711).

## Pennsylvania Dutch

Wann du Deitsch schwetzscht, kannscht du mitaus Koschte ebber gricke, ass dihr helft mit die englisch Schprooch. Ruf selli Nummer uff: Call 1-800-382-5729 (TTY: 711).

## Russian

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-382-5729 (телетайп: 711).

## French

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-382-5729 (ATS: 711).

## Vietnamese

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-382-5729 (TTY: 711).

## Navajo

Díí baa akó nínízin: Díí saad bee yánílti' go Diné Bizaad, saad bee áká'ánída'áwo'déé', t'áá jiik'eh, éí ná hóló, kojí' hódíílnih 1-800-382-5729 (TTY: 711).

## Oromo

XIYYEEFFANNAA: Afaan dubbattu Oroomiffa, tajaajila gargaarsa afaanii, kanfaltiidhaan ala, ni argama. Bilbilaa 1-800-382-5729 (TTY: 711).

## Korean

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-382-5729 (TTY: 711)번으로 전화해 주십시오.

## Italian

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-382-5729 (TTY: 711).

## Japanese

注意事項:日本語を話される場合、無料の言語支援をご利用いただけます。1-800-382-5729 (TTY: 711)まで、お電話にてご連絡ください。

## Dutch

AANDACHT: Als u nederlands spreekt, kunt u gratis gebruikmaken van de taalkundige diensten. Bel 1-800-382-5729 (TTY: 711).

## Ukrainian

УВАГА! Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мовної підтримки. Телефонуйте за номером 1-800-382-5729 (телетайп: 711).

## Romanian

ATENȚIE: Dacă vorbiți limba română, vă stau la dispoziție servicii de asistență lingvistică, gratuit. Sunați la 1-800-382-5729 (TTY: 711).

## Tagalog

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-382-5729 (TTY: 711).



**QUESTIONS ABOUT YOUR BENEFITS OR OTHER INQUIRIES ABOUT YOUR HEALTH INSURANCE SHOULD BE DIRECTED TO MEDICAL MUTUAL'S CUSTOMER CARE DEPARTMENT AT 1-800-382-5729.**

**Nondiscrimination Notice**

Medical Mutual of Ohio complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex in its operation of health programs and activities. Medical Mutual does not exclude people or treat them differently because of race, color, national origin, age, disability or sex in its operation of health programs and activities.

- Medical Mutual provides free aids and services to people with disabilities to communicate effectively with us, such as qualified sign language interpreters, and written information in other formats (large print, audio, accessible electronic formats, etc.).
- Medical Mutual provides free language services to people whose primary language is not English, such as qualified interpreters and information written in other languages.

**If you need these services or if you believe Medical Mutual failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, with respect to your health care benefits or services, you can submit a written complaint to the person listed below. Please include as much detail as possible in your written complaint to allow us to effectively research and respond.**

**Civil Rights Coordinator**

Medical Mutual of Ohio  
2060 East Ninth Street  
Cleveland, OH 44115-1355  
MZ: 01-10-1900

**Email:** [CivilRightsCoordinator@MedMutual.com](mailto:CivilRightsCoordinator@MedMutual.com)

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights.

- Electronically through the Office for Civil Rights Complaint Portal available at:  
[ocrportal.hhs.gov/ocr/portal/lobby.jsf](http://ocrportal.hhs.gov/ocr/portal/lobby.jsf)
- By mail at:  
U.S. Department of Health and Human Services  
200 Independence Avenue, SW Room 509F  
HHH Building  
Washington, DC 20201-0004
- By phone at:  
(800) 368-1019 (TDD: (800) 537-7697)
- Complaint forms are available at:  
[hhs.gov/ocr/office/file/index.html](http://hhs.gov/ocr/office/file/index.html)



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** January 7, 2021

**SUBMITTED BY:** Benjamin Young, Administration

**ITEM TYPE:** Resolution

**AGENDA SECTION:** New Business

**SUBJECT:** **Resolution No. 02-2021, 1st Reading, Personnel and Safety Committee**

A resolution approving the Collective Bargaining Agreement between the City of North Canton and the Ohio Patrolmen's Benevolent Association (OPBA) (Patrolmen) as negotiated by the Department of Administration, and declaring the same to be an emergency.

**DESCRIPTION:** This Resolution accepts and approves the collective bargaining agreement for City Police Officers for 2021 through 2023. The Agreement has been agreed to by Administration and the Union.

### ATTACHMENTS:

[Res. 02-2021 Partolmen CBA 2021-2023.docx](#)

[Patrol CBA 2021-2023.pdf](#)

[APPENDIX A - MMO Summary of Benefits & Coverage.pdf](#)

North Canton City Council  
Personnel and Safety  
RESOLUTION 02 - 2021

A resolution approving the collective bargaining agreement between the City of North Canton and the Ohio Patrolmen’s Benevolent Association (OPBA) (Patrolmen) as negotiated by the Department of Administration, and declaring the same to be an emergency.

WHEREAS, the Department of Administration has completed negotiations with the Ohio Patrolmen’s Benevolent Association (OPBA) (Patrolmen) for a collective bargaining agreement to run from January 1, 2021, to December 31, 2023, and

WHEREAS, Ohio Revised Code 4117.10(B) requires the approval of City Council for the use of funds necessary to implement a collective bargaining agreement and for the approval of any other matter which may, by local law, require legislative approval, and

WHEREAS, City Council may either accept or reject the agreement in its entirety, but is not empowered to amend or further negotiate the agreement or any provision thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That City Council of the City of North Canton does hereby accept and approve the collective bargaining agreement between the City of North Canton and the Ohio Patrolmen’s Benevolent Association (OPBA) (Patrolmen) as negotiated by the Department of Administration and attached hereto as “Exhibit A”.
- Section 2. That the Director of Administration has the approval of City Council to expend funds as necessary to implement this agreement as previously appropriated by Ordinance 66-2020.
- Section 3. That if a provision of this resolution is or becomes illegal, invalid, or unenforceable, it shall not affect the validity or enforceability of any other provision of this resolution.
- Section 4. That this resolution is hereby declared to be an emergency measure necessary for the preservation of the health, safety, and peace of the City of North Canton; and; further necessary for the timely implementation fo the collective bargaining agreement described herein, wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this resolution shall take effect and be in full force upon its adoption by Council, together with the Mayor’s approval. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

Attest: \_\_\_\_\_  
Benjamin R. Young, Clerk of Council

\_\_\_\_\_  
Stephan B. Wilder, Mayor

Signed on: \_\_\_\_\_



COLLECTIVE BARGAINING AGREEMENT BETWEEN

THE CITY OF NORTH CANTON

AND

THE OHIO PATROLMEN' S BENEVOLENT ASSOCIATION (OPBA)  
(PATROLMEN)

Effective: **January 1, 2021**

Expires: **December 31, 2023**

**SERB CASE #2020-MED-10-1175**

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## **ARTICLE 1 - PREAMBLE**

**1.01** This Agreement is hereby entered into by and between the City of North Canton, hereinafter referred to as the “Employer,” or the “City” and the Ohio Patrolmen’s Benevolent Association, hereinafter referred to as “Union”.

## **ARTICLE 2 - PROBATIONARY PERIOD**

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

## **ARTICLE 3 - PURPOSE & INTENT**

**3.01** In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and uninterrupted efficient operations, the Employer now desires to enter into an Agreement reached through collective bargaining, which will have for its purposes, among others, the following:

- a. to recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment.
- b. to promote fair and reasonable working conditions.
- c. to promote individual efficiency and service to the City of North Canton.
- d. to avoid interruption or interference with the efficient operation of the Employer’s business.
- e. to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

## **ARTICLE 4 - RECOGNITION**

**4.01** The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment as provided by the State Employment Relations Act, for all full-time police patrolmen employed in the Police Department (the “employees”), excluding all part-time, seasonal, and auxiliary officers, lieutenants, dispatchers, lead dispatcher and police chief. All other employees of the Employer are excluded from the Bargaining Unit. Said recognition shall continue for a term as provided by law.

**4.02** The Employer will furnish the Union with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be supplemented and furnished whenever a change occurs.

## **ARTICLE 5 - DUES DEDUCTION**

**5.01** During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the Union and the regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. No new authorization forms will be required from any employees in the North Canton Police Department for whom the Employer is currently deducting dues.

**5.02** The initiation fees, dues or assessments so deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution and Bylaws. The Union shall certify to the Employer the amounts due and owing from the employees involved.

**5.03** The Employer shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date, such amounts shall be deducted from the next or subsequent pay.

**5.04** A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within thirty (30) days from the date of marking said deductions.

**5.05** 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 this Article, and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

## **ARTICLE 6 - AGENCY SHOP**

**6.01** Fair share fees will no longer apply. Unless and until the law changes to again permit the withholding of fair share fees, the Employer will not withhold fair share fees from any employee's pay. In the event the law changes to again permit the withholding of fair share fees, the Union will initiate a meeting with the Employer within thirty (30) calendar days to renegotiate this Section of the Agreement.

## **ARTICLE 7 - MANAGEMENT RIGHTS**

**7.01** The Employer reserves all of the rights it had prior to entering into this Agreement and unless specifically modified or delegated away in the express written provisions of this Agreement, such rights shall include, but not be limited to the following:

- a.** Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- b.** Direct, supervise, evaluate, or hire employees;

- c. Maintain and improve the efficiency and effectiveness of Governmental operations;
- d. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- e. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- f. Determine the adequacy of the workforce;
- g. Determine the overall mission of the Employer as a unit of government;
- h. Effectively manage the workforce;
- i. Take actions to carry out the mission of the public Employer as a governmental unit;
- j. Promulgate and enforce reasonable work rules.

## **ARTICLE 8 - EMPLOYEE RIGHTS**

**8.01** An employee has the right to the presence and advice of a Union representative and/or Union Attorney at all disciplinary interrogations.

**8.02** Before an employee may be charged with any violation of the rules and regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation will be the basis of such a charge.

**8.03** Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. In addition, the employee may record such interrogation if he has a recording device available so as not to delay the investigation. The Employer may have a transcript of such recording at the Employer's expense.

**8.04** An employee will be informed on the nature of any investigation prior to any questioning. If the employee being questioned is, at the time, a witness and not under investigation, he shall be so advised.

**8.05** An employee may request an opportunity to review his personnel file, add memoranda to the file clarifying any documents contained in the file, and he may have a representative of the Union present when reviewing his file. A request for copies of



items included in the file shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

**8.06** With respect to investigations which may result in criminal charges, a formal charge of misconduct shall be prepared in writing stating the matters which are under investigation and the charges which are being considered.

**8.07** In the course of an internal affairs investigation, a polygraph examination will be administered only with the consent of the employee under investigation. If, in the course of an internal investigation, an employee has been given a polygraph examination, such examination shall not be used in any subsequent action.

**8.08** All complaints against employees which may involve suspension or discharge of the employee shall be investigated and either corroborated or found to be without merit, in accordance with Section 12.3 of the North Canton Police Department Policy and Procedures, as may be amended from time-to-time. The Employer will furnish a copy of the complaint to the employee whom the complaint has been filed against when such employee is notified of the investigation. An employee will be notified of any requests by civilians to view his/her personnel file. Such notification(s) shall be provided within 24 hours of any such request(s).

**8.09** Oral and written reprimands more than one year old shall not be used as a basis for future discipline.

#### **ARTICLE 9 - DISCIPLINE**

**9.01** Disciplinary action taken by the Employer against non-probationary employees shall only be for just cause. Disciplinary action may be taken against probationary employees who shall have no rights to appeal any such action through the Grievance Procedure herein contained or to any Civil Service Commission.

**9.02** A non-probationary employee shall be given written notice of the charges and the reason(s) for all disciplinary actions.

**9.03** Prior to any discipline being imposed, the employee shall be provided an opportunity to respond to the charges against him and he has the right to confer with a representative of the Union. Such response may include defenses the employee believes are applicable or mitigating circumstances.

**9.04** In the case of the emergency relief of duty, an employee may be suspended with pay pending a hearing in front of the Chief of Police pursuant to Section 9.03.

#### **ARTICLE 10 - ASSOCIATION REPRESENTATION**

**10.01** The parties recognize that it may be necessary for an employee representative of the Union to leave a normal work assignment while acting in the capacity of 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 officer in charge of the shift. The Employer will not dock the pay of an employee representative for time spent during normal working hours conferring with the Employer on grievances or disciplinary matters. In addition, authorized representatives of the Union may use the 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.

**10.02** Members of the Negotiating Committee shall be allowed reasonable time off to participate in collective bargaining meetings with the employee, if held during a member's regular working hours without loss of pay.

**10.03** The Directors of the Patrolmen's Unit shall be permitted to use up to forty-eight (48) hours annually (Union time), said hours are to be used for training, meetings, and other official Union functions. Said hours are to be credited upon January 1<sup>st</sup> of each year of this Agreement. The carryover of this Union leave time shall be capped at twenty-four (24) hours.

**10.04** An OPBA Director, not on duty, that is called out by a Bargaining Unit member for representation regarding grievances, disciplinary matters, or for emergency purposes shall receive a minimum of one (1) hour worked or one (1) hour pay if not needed for the total one (1) hour worked. Such hours shall be deductible from the hours accrued in Section 10.03, above.

#### **ARTICLE 11 - GRIEVANCE PROCEDURE**

**11.01** Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination, or reprisal and except at Step 1, shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure. The grievance procedure is the exclusive remedy for dispute resolutions under this Collective Bargaining Agreement.

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

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

**11.03** The following procedures shall apply to the administration of all grievances filed under this Article.

- a.** Except at Step 1, all grievances shall include the name and position of the grievant, the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant, and a general statement of the nature of the grievance and the redress sought by the grievant.
- b.** Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any.
- c.** If a grievance affects a group of employees working in different locations with different principals, or associated with an Employer-wide controversy, it may be submitted at Step 3.
- d.** The time limits provided herein will be strictly adhered to. Any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to respond to a grievance within the specified time limit, the grievance shall automatically proceed to the next step.
- e.** This procedure shall not be used for the purposes of adding to, subtracting from, altering in any way, any of the provisions of this Agreement.

**11.04** All grievances shall be administered in accordance with the following steps of the grievance procedure. All grievances may first be handled under Step 1 of these procedures. It is permissible to bypass Step 1 of these procedures and initiate the grievance process with Step 2. In either case, Step 2 must be submitted within the 10 days of the occurrence of the facts giving rise to the grievance.

**Step 1.** An employee who believes he may have a grievance may attempt to resolve that alleged grievance by conversing with a representative(s) of the Employer and/or its designee that the employee feels is responsible for the alleged grievance and/or has the authority to resolve the alleged grievance.

**Step 2.** An employee who believes he may have a grievance shall submit in writing his grievance to the Chief of Police within 10 days of the occurrence of the facts giving rise to the grievance. Any decision issued by the Chief of Police and/or his designee shall be made in

writing within 10 days of receiving the grievance.

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

#### **ARTICLE 12 - ARBITRATION PROCEDURE**

**12.01** In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within thirty (30) days after the rendering of the decision at Step 3, the Union may submit the grievance to arbitration. The parties will promptly request a panel of seven (7) arbitrators from the federal mediation and conciliation service, and the parties will choose one arbitrator from the panel by the alternate strike method with the grieving party striking first.

**12.02** The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

**12.03** The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be evenly split by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

**12.04** An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his regular hourly rate for all hours during which his attendance is required by either party. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed five (5) employees.

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

#### **ARTICLE 13 - NON-DISCRIMINATION**

**13.01** The Employer and the Union agree not to discriminate against any employee on the basis of race, religion, color, ancestry, national origin, age, sex, military status, or disability.

**13.02** The Union expressly agrees that membership in the Union is at the option

of the employee and that it will not discriminate with respect to representation between members and non-members.

#### **ARTICLE 14 - GENDER AND PLURAL**

**14.01** Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular and words in the masculine, feminine, or neuter gender shall be construed all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

#### **ARTICLE 15 - CONFORMITY TO LAW**

**15.01** This Agreement shall supersede any present and future state and local laws, along with any applicable rules and regulations, and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

**15.02** If the enactment of legislation or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

**15.03** Any matter not specifically covered by this Collective Bargaining Agreement shall be covered by the applicable ordinance or civil service rule of the City of North Canton or the State of Ohio.

#### **ARTICLE 16 - HOURS OF WORK**

**16.01** Employees shall work a five (5) day week of eight (8) hours per day for a total of a forty (40) hour workweek. The workweek need not be made up of consecutive days if the nature of the work to be performed requires that twenty-four (24) hour services be maintained seven (7) days per week.

**16.02** Work schedules shall be posted subject to the Employer's right to change the schedule with as much advanced notice as possible. Employees shall have the right to trade shifts or workdays as long as the trade does not create overtime or double shifts.

**16.03** Steady shifts will be assigned in seniority order starting with that patrolman with the most seniority proceeding down to that patrolman with the least seniority.

- a.** In October of each year, all patrolmen shall submit in writing to the patrol commander his first, second and third shift preference for the coming year. Employees who neglect to specify their preference shall be presumed to have no preference.

**b.** Patrolmen will be assigned the steady shift he most desires if possible. If the patrolman's first choice of steady shift is not available, he will be assigned his second choice if possible. If that patrolman's second choice of steady shift is not available, he will be assigned his third choice if possible. If that patrolman's third shift choice of steady shift is not available, he will be assigned to whatever shift remains to be filled.

**c.** Steady shifts shall run from January through December of each year of this Agreement.

**d.** Management reserves the right to assign one patrolman to steady swing shift for the primary purpose of covering the absence of other patrolmen and to provide additional personnel as needed on any shift. This swing shift position shall also be assigned by seniority bidding.

**e.** The placement of probationary employees shall take precedence over seniority bidding.

**f.** Any vacancies or transfers from special assignments shall also be filled by seniority bidding.

**g.** Management determines how many employees will be assigned to any shift.

#### **ARTICLE 17 - OVERTIME**

**17.01** Employees working in excess of their normal shift shall receive credit for time worked in one-quarter hour increments. All overtime is subject to the Chief's approval.

**17.02** Employees called out for duty shall receive a minimum of two (2) hours or two (2)-hours pay, in lieu thereof, if not needed to work the total of two (2) hours.

**17.03** All time worked in excess of forty (40) hours in one calendar week shall be compensated at one and one-half (1-1/2) times the hourly rate. Employees have the choice of any combination of either overtime pay or compensatory time off.

**17.04** Accumulation of compensatory time shall have a maximum of sixty (60) hours accumulation at any one time. Accrued but unused compensatory time shall be paid to the employee within two (2) weeks for any of the following reasons: employee leaving an hourly position and being promoted to a salary position and if an employee resigns or is terminated or retires.

#### **ARTICLE 18 - HOLIDAYS**

**18.01** The following paid holidays will be observed by all full-time employees and such employees shall be paid an amount equal to eight (8) hours of pay at the

employee's regular rate, unless otherwise specified in this Article:

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

**18.02** Employee must be on the active payroll in order to be entitled to holiday pay. Active payroll is defined as actually working or on a paid leave. A holiday as identified in Section 1 of Article 17 shall be considered as a day worked for accrual of fringe benefits.

**18.03** Employees who are required to work on a paid holiday shall be compensated at their regular rate plus time and one-half for the holiday worked or may take a compensatory day off at the overtime rate, which said compensatory time must be taken consistent with any applicable federal regulations. The employee may split the overtime wages on a holiday between pay and compensatory time, but it must be one (1) hour increments. Employee may also work four (4) hours of a holiday at the overtime rate and receive the other four (4) hours as time off with full regular pay, subject to scheduling considerations.

**18.04** If any of the aforementioned holidays should fall on a Bargaining Unit member's regular day off, the employee, at his option, shall receive eight (8) hours pay at time and one-half in either pay or compensatory time to be taken consistent with any applicable federal regulations.

## **ARTICLE 19 - VACATIONS**

**19.01** For the sole purpose of the application of this article, employees who were employed in a calendar year prior to January 1, 2003 shall be deemed to have a service date of January 1 of that year in which their employment commenced. Any employee, who during the term of this Agreement, receives more vacation than the following schedule indicates shall not have his vacation reduced to conform to the schedule.

**19.02** Employees employed less than one (1) year by January 1 shall be granted a paid vacation at the rate of one (1) vacation day per full month worked, not to exceed ten (10) days.

**19.03** Employees having been employed one (1) through four (4) years by January 1 shall be granted a paid vacation allowance of two (2) calendar weeks in that calendar year of employment.

**19.04** Employees having been employed five (5) through nine (9) years by January 1 shall be granted a paid vacation allowance of three (3) calendar weeks in that calendar year of employment.

**19.05** Employees having been employed ten (10) through fourteen (14) years by January 1 shall be granted a paid vacation allowance of four (4) calendar weeks in that calendar year of employment.

**19.06** Employees having been employed fifteen (15) through nineteen (19) years by January 1 shall be granted a paid vacation allowance of five (5) calendar weeks in that calendar year of employment.

**19.07** Employees who have been employed more than nineteen (19) years by January 1 shall be granted a paid vacation allowance of six (6) calendar weeks in that calendar year of employment.

**19.08** All vacation allowances shall be granted at a time approved by the Chief of Police and with concurrence of the Director of Administration. A vacation schedule based on the Rules and Regulations of the Police Department shall be made up by the Chief of Police each year with vacation periods so staggered that the employee's absence will not seriously jeopardize the departmental work schedule for that year. Vacation approval shall not be denied solely on the basis it creates overtime.

**19.09** Vacation leave may not be used/charged on a paid holiday.

**19.10** When the normal workweek is forty (40) hours, the paid vacation allowance will be based thereon.

**19.11** Three (3) weeks of paid vacation allowance may be carried over to the next calendar year. The three (3) weeks shall be the maximum amount which may be carried over regardless of the year to which the allowance is attributable.

**19.12** Any employee who shall resign, retire or be laid off shall be entitled to be paid for vacation allowance earned in the previous year and eligible to be taken in the current year, plus vacation earned in the current year, at the pro rata amount of one twelfth (1/12) for each full month worked subsequent to January 1<sup>st</sup>.

**19.13** Vacation shall be used in increments of one week or more except that vacations may be used in lesser increments when authorized by the Chief of Police, with the concurrence of the Director of Administration; however, vacations may not be taken in lesser increments than one-half (½) day.

**19.14** When an employee's vacation balance exceeds 3 weeks (120 hours) at year end, the excess balance that cannot be carried over to the next calendar year per Section 19.11, up to twenty-four (24) hours, will be paid no later than January 30 of the following year.

## **ARTICLE 20 - SICK LEAVE**

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



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

**20.02** All employees shall earn sick leave at the rate of 4.615 hours for every eighty (80) hours paid not to exceed ten (10) hours per month and may accumulate such sick leave to an unlimited amount.

**20.03** An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent if possible.

**20.04** Sick leave may be used in segments of not less than one-fourth ( $\frac{1}{4}$ ) hour.

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

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

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

**20.08** The Employer may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

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

**20.10** Upon the retirement of an employee hired on or before July 31, 2011 who has not less than ten (10) years of continuous full-time employment with the Employer and who has qualified for retirement benefits from a State of Ohio Retirement System, such employee shall be entitled to receive a cash payment equal to his hourly rate of

pay at the time of retirement multiplied by one-half ( $\frac{1}{2}$ ) the total number of accumulated but unused sick hours earned by the employee, as certified by the Finance Department.

**20.11** Upon the retirement of an employee hired on or after August 1, 2011 who has not less than ten (10) years of continuous full-time employment with the Employer and who has qualified for retirement benefits from a State of Ohio Retirement System, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by twenty-five percent of the total number of accumulated but unused sick hours earned by the employee, as certified by the Finance Department, up to a maximum payment equal to two hundred forty (240) hours.

#### **ARTICLE 21 - MILITARY LEAVE**

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

#### **ARTICLE 22 - JURY DUTY LEAVE**

**22.01** Any employee who is called for jury duty, either Federal, County or Municipal, shall be paid his or her regular salary, less any compensation received for jury duty, when such jury duty conflicts with his work schedule.

**22.02** Afternoon shift employees serving on a jury until 12:00 noon or later, will not be expected to report for work on their regular shift on that day, and will receive the difference in earnings. Night shift employees scheduled to report for jury duty will not be expected to report to work on the immediately preceding night shift but will be paid as outlined above. Night shift employees released from jury duty prior to noon and not scheduled to report for jury duty the following day will be expected to report for work on the night shift following such release.

**22.03** It is understood that Paid Jury Duty leave will not exceed eighty (80) hours per calendar year without approval of the Employer. It will be the employee's responsibility to present to the Employer the necessary documents, including pay vouchers/check from the Clerk of Courts.

#### **ARTICLE 23 - DISABILITY PAY ALLOWANCE**

**23.01** Any employee injured in the line of duty, whose claim is allowed by the Bureau of Workers' Compensation shall receive, at the discretion of the City, either: (1) the employee's regular full wages; or (2) the difference between the amount allowed per month by the Bureau of Workers' Compensation as an award of Temporary Total Disability benefits and the employee's regular full wages. There shall be a twelve (12) month limit on the amount of disability pay per injury, including reoccurrence of the injury allowed by the Bureau of Workers' Compensation; an employee is entitled to under this Article. The Employer at his sole discretion may extend the leave, such extension not being subject to the grievance procedure. Such discretion shall not be unreasonably denied.

## **ARTICLE 24 - FUNERAL LEAVE**

**24.01** Three (3) days excused absence with pay upon the death of the employee's mother, father, sister, brother, wife, husband, son, daughter, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, stepmother, stepfather, stepchildren, grandchild, or grandparent-in-law, shall be authorized.

**24.02** With permission of the Chief of Police, the employee may be allowed one (1) day for a funeral other than that of those named in Section 1. Said time off shall not be charged against sick leave or vacation allowance but shall be leave with pay.

## **ARTICLE 25 - UNPAID LEAVE**

**25.01 Maternity.** Maternity leave shall include pregnancy, childbirth, and related medical conditions. Upon written request to the Director of Administration, a pregnant employee may be granted a leave of absence without pay, subject to the following rules. Such leave shall run concurrently with any applicable FMLA leave.

**25.02 Length of Leave.** Leaves of absence for maternity leave shall be limited to the period of time that the pregnant employee is unable to perform the substantial, material duties of the employee position. This period may include reasonable pre-delivery, delivery, and recovery time, as certified in writing by a physician, not to exceed one hundred eighty (180) days. Such leave shall not include time being requested for the purposes of childcare following the recovery of the employee.

**25.03 Physician Certificate.** A pregnant employee requesting a leave of absence without pay must present at the time the request is made, a physician's certificate stating the probable period for which the employee will not be able to perform substantial, material duties of the employee's position due to pregnancy, childbirth, or related medical conditions.

**25.04 Sick Leave Usage.** Upon request to the Director of Administration and in accordance with the rules of the City of North Canton with regard to sick leave, a pregnant employee shall be permitted to use any or all of the employee's accumulated sick leave credit only for the period of time, as certified by the physician's certificate, that the employee isn't able to work as a result of pregnancy, childbirth or related medical conditions. An employee using sick leave credit shall not be prevented from receiving a leave of absence for maternity leave purposes without pay for the remainder of the period as defined in Section 1. of this rule.

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

**25.06 Employee Benefits.** Hospitalization and life insurance benefits will remain

in effect as long as the employee is on maternity leave as provided for herein.

**25.07 Return to Service.** Upon completion of a leave of absence for maternity leave purposes, without pay, the employee shall be returned to the same or similar position within the employees' former classification.

**25.08 Failure to Return.** An employee who fails to return to duty upon completion or valid cancellation of a leave of absence without pay and without explanation to the Director of Administration or his representative, may be removed from the service of the Employer. An employee who fails to return to service from a leave of absence without pay and is subsequently removed from the service is deemed to have a termination date corresponding to the starting date of the leave of absence without pay.

**25.09 Abuse of Leave.** If it is found that a leave is not actually being used for the purpose for which it was originally granted, the Director of Administration may cancel the leave and direct the employee to report for work by giving written notice to the employee.

#### **ARTICLE 26 - PERSONAL TIME**

**26.01** Employees shall receive sixteen (16) hours of personal time per year off work with compensation at their regular rate of pay; said personal time to be designated by the employee with the approval of the Chief of Police.

**26.02** An employee hired prior to July 1st will receive sixteen (16) hours of personal time that year. An employee hired after July 1st and prior to September 1<sup>st</sup> will receive eight (8) hours of personal time that year and an employee hired after September 1<sup>st</sup> will receive none for that year.

**26.03** All employees shall be able to work on a designated personal day at their usual hourly rate of pay. The employee must inform the Police Chief or his designee at least forty-eight hours in advance of the intention to use a personal day. Permission to use the personal days shall not be unreasonably denied. All personal days must be used in the year in which they are accrued.

**26.04** Personal time may be taken in four (4) hour increments provided, subject to scheduling considerations.

**26.05** An employee with a minimum of four hundred (400) hours sick leave shall receive an additional twenty-four (24) hours of personal time per year. The usage of the personal time shall be charged to sick leave. The Police Chief must approve the use of any personal time taken under this section.

#### **ARTICLE 27 - WAGES**

**27.01** Full-time Patrolmen shall receive the following wage increases, effective with the full pay period that includes January:

	<u><b>1/1/2021</b></u>	<u><b>1/1/2022</b></u>	<u><b>1/1/2023</b></u>
Rate Increase:	3%	3%	3%
Patrolman 4th year:	\$32.09	\$33.05	\$34.04
Patrolman 3d year:	\$29.00	\$29.87	\$30.77
Patrolman 2d year:	\$27.62	\$28.45	\$29.30
Patrolman 1st year:	\$26.32	\$27.11	\$27.92

**27.02** All employees shall receive a shift differential in the amount of thirty-five cents (\$.35) per hour for afternoon shift and fifty cents (\$.50) per hour for midnight shift, for hours actually worked.

**27.03** Each employee assigned the duties of Field Training Officer shall receive an additional one dollar (\$1.00) per hour, for each hour in which these duties are performed.

**27.04** Each employee who has completed four (4) years of service shall receive a Senior Patrol Officer stipend of six hundred fifty dollars (\$650.00) annually, to be paid during the first half of August of each year.

#### **ARTICLE 28 - LONGEVITY PAY**

**28.01** Subject to Article 28.02, Employees shall receive a longevity pay at the rate of seventy dollars (\$70.00) dollars per year of full-time employment with the Employer. Annual longevity payments shall be made during the first half of the month of December to all employees who have completed at least five (5) years of continuous service and who are employed by the Employer on November 30 of the year in which the longevity payment is made.

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

#### **ARTICLE 29 - UNIFORM ALLOWANCE**

**29.01** An annual uniform allowance of one thousand two hundred fifty and 00/100 dollars (\$1,250.00) shall be paid for the position of police officer and the following terms and condition applicable to the uniform allowance.

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

**29.02** The Employer shall provide, at no cost to the employee, a protective vest/body armor (threat level II or greater) upon employment. The Employer shall replace the protective vest/body armor promptly according to the manufacturer's guidelines or warranty. The Employer shall also replace the protective vest/body armor at any time the composition of the vest is compromised for any reason

thereby reducing it below the threat level II protection threshold. Upon separation from service the employee shall be permitted to retain the issued protective vest/body armor at no cost, except that this shall not apply to probationary employees.

### **ARTICLE 30 - EDUCATION BENEFITS**

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

**30.02** Reimbursement for expenses permitted is contingent upon appropriation of funds.

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

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

### **ARTICLE 31 - OFFICER IN CHARGE PAY ADJUSTMENT**

**31.01** When a patrolman is required to perform as shift rank officer because no staff rank officer is on duty, he shall be remunerated at the rate for probationary lieutenant, for all hours actually worked in that capacity.

### **ARTICLE 32 - INSURANCES**

**32.01** The Employer shall provide hospitalization, major medical, dental, optical, and a prescription drug program with coverage levels set forth below. Said medical service benefit shall be a plan(s) selected or approved by the “Insurance Committee.” For the purpose of this Agreement, the “Insurance Committee” is a group of city employees comprised of a representative from each collective bargaining unit, the Mayor’s designee and Council’s designee. A quorum, defined as a majority of the Insurance Committee members, shall meet annually at a minimum and as needed on an ad hoc basis, to review medical plans and benefits to provide recommendations to the City Administrator. Recommendations must be approved by a majority vote of the Insurance Committee quorum. The City retains the right to restructure the health care and life insurance during the term of this contract as to cost containment procedures, but may not institute any change of coverage or benefit without mutual agreement of the parties herein.

**32.02** Bargaining unit members shall contribute via payroll deduction eleven percent

(11%) of the monthly COBRA amount established in December of the immediately preceding year. The Employer will provide the Union Director 30 days' notice of any rate change. Said deductions shall be prorated and deducted on a bi-weekly pay period basis. The Employer will continue the Internal Revenue Service Section 125 Plan so that employee participation as expressed in this section shall be on a pre-tax basis.

**32.03** The Employer shall adopt a standardized PPO benefit plan with network/non-network deductible, coinsurance as detailed in Appendix A.

**32.04** The Employer will provide and pay 100% of the full premium for all full-time employees for a term life insurance policy in the face value of fifty thousand dollars (\$50,000.00).

### **ARTICLE 33 - LAY-OFF AND RECALL**

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

**33.02** Employees within effected job titles shall be laid off according to their relative seniority (within the Bargaining Unit) with the least senior being laid off first, provided that all students, temporary, part-time, seasonal, and probationary employees within the effected job title(s), within the Bargaining Unit, are laid off first in the above respective order.

**33.03** 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.

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

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

### **ARTICLE 34 - LABOR MANAGEMENT COMMITTEE**

**34.01** A labor management committee consisting of up to three (3) members of management, and up to three (3) members of the Union shall 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 work schedule, except when such

leave from duty will create a shortage of full-time personnel on duty in which case leave will not be granted and other mutually agreeable arrangements will be made.

### **ARTICLE 35 - PROMOTIONS**

**35.01** With regard to promotions to positions above the rank of patrolman in the North Canton Police Department, the promotion shall be filled by a competitive promotional examination. When a vacancy occurs in such positions, 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.

### **ARTICLE 36 - MISCELLANEOUS**

**36.01** The Employer shall provide space for a bulletin board in the police department, such space to be approximately 36" by 48". The Union agrees that this shall be the only area used by the Union or its members for the posting of notices of Union business. All notices which appear on the Union bulletin board shall be posted and signed by the Union official in the Bargaining Unit and shall relate to items of interest to the members.

**36.02 Pension Pickup.** Any employee of the police department of the City of North Canton who is a member of the Ohio Police and Fire Pension Fund or the Public Employees Retirement System of Ohio shall have his compensation reduced by an amount equivalent to that employee's contribution to the Ohio Police and Fire Pension Fund or the Public Employees Retirement System of Ohio, as the case may be, and that the amount of the employee's contribution to the Ohio Police and Fire Pension Fund or the Public Employees Retirement System of Ohio, as the case may be, be paid by the City of North Canton on behalf of the employee, and that the amount of the contribution so paid on behalf of the employee by the Employer be added to the salary or wage of the employee in the calculation of pensions and other benefits and is subject to the City of North Canton income tax.

In respect to the employee's contribution to the Public Employees Retirement System of Ohio, that contribution shall be the employee's contribution to the employee's savings fund defined at R.C. 145.47.

**36.03** All extra jobs posted for work, with the exception of bingo, shall be offered to Bargaining Unit members first through a bid system based on seniority. Any extra jobs that are not filled after completion of the foregoing procedure may then be offered to part-time police officers.

### **ARTICLE 37 - DRUG TESTING**

**37.01** Drug screening or testing shall be conducted upon reasonable suspicion. This testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceeding. Under no circumstances may the results of the drug screening or testing be released to a third party for the



use in criminal prosecution against the affected employee. The following procedures shall not preclude the employer from other administrative action.

**37.02** 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, or when the employee has discharged a weapon while on duty.

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

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

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. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, or personal time for the period of the rehabilitation. If no such leave credit is available, such employees shall be placed on leave of absence with pay for the period of the rehabilitation leave. 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.

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. 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. Except as otherwise provided herein, the cost of all drug screening shall be borne by the City. 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.

**37.05** 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.

**37.06** Despite Ohio's medical marijuana law, Ohio Revised Code Chapter 3796, the federal government regulates drugs through the Controlled Substances Act, which classifies marijuana as a Schedule I drug with no currently accepted medical use, together with a high potential for abuse. 21 U.S.C. 812. Accordingly, the Employer shall neither permit nor accommodate an employee's use, unlawful possession under Ohio law, or illegal distribution of medical marijuana under Ohio law. Any alleged violation of this article/section, however, is subject to the employee protections of this collective bargaining agreement. Such employee protections include but are not limited to the "reasonable suspicion" provision of Article 38, and the "just cause" provision of Article 7. This section shall be effective upon the execution of this agreement.

#### **ARTICLE 38 - DURATION OF AGREEMENT**

**38.01** This Agreement is effective from January 1, 2021 through December 31, 2023. 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 R.C. 4117 shall apply.

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

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.  
SIGNATURES ARE ON THE FOLLOWING PAGE.**

FOR THE OPBA

FOR THE CITY OF NORTH CANTON

\_\_\_\_\_  
Danielle Chaffin, OPBA Counsel

\_\_\_\_\_  
Stephan B. Wilder, Mayor

\_\_\_\_\_  
Randy Manse, Union Director

As to form & Content:

\_\_\_\_\_  
Philip Taylor, Union Representative

\_\_\_\_\_  
Scott Zurakowski, Attorney for City

**Finance Director's Certificate**

I certify that the amount required to meet the contract agreement, obligation, payment, or expenditure for the above collective bargaining agreement, State Employment Relations Board Case number 2020-MED-10-1175, has been lawfully appropriated, authorized, or directed for such purpose and is in the treasury or in the process of collection to the credit of the General Fund, free from any obligation or certification outstanding.

\_\_\_\_\_  
Jina Alaback, Director of Finance

\_\_\_\_\_  
Date



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately.

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 800-540-2583. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at [MedMutual.com/SBC](http://MedMutual.com/SBC) or call 800-540-2583 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	\$500/single,\$1,000/family Network \$500/single,\$1,000/family Non-Network	Generally, you must pay all of the costs from providers up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your <u>deductible</u> ?	Yes. Certain <u>preventive care</u> and all services with <u>copayments</u> are covered and paid by the <u>plan</u> before you meet your <u>deductible</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
Are there other <u>deductibles</u> for specific services?	No	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	\$2,000/single,\$4,000/family Network \$3,500/single,\$7,000/family Non-Network	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?	<u>Cost sharing</u> for <u>prescription drugs</u> , <u>premiums</u> , balance-billed charges and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes, See <a href="http://MedMutual.com/SBC">MedMutual.com/SBC</a> or call 800-540-2583 for a list of participating providers.	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays ( <u>balance billing</u> ). Be aware your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No	You can see the <u>specialist</u> you choose without a <u>referral</u> .



All **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies. Services with **copayments** are covered before you meet your **deductible**, unless otherwise specified.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$25 copay/visit	30% <u>coinsurance</u>	None
	<u>Specialist</u> visit	\$25 copay/visit	30% <u>coinsurance</u>	None
	<u>Preventive care/ screening/ immunization</u>	No charge	30% <u>coinsurance</u>	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services you need are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray)	No charge	30% <u>coinsurance</u>	None
	<u>Diagnostic test</u> (blood work)	No charge	30% <u>coinsurance</u>	None
	Imaging (CT/PET scans, MRIs)	No charge	30% <u>coinsurance</u>	None
If you need drugs to treat your illness or condition  More information about <b>prescription drug coverage</b> is available at MedMutual.com/SBC	Drug Out of Pocket Limit - Single	\$4,350	Does Not Apply	None
	Drug Out of Pocket Limit - Family	\$8,700	Does Not Apply	None
	Generic copay - retail Tier 1	20% <u>coinsurance</u> , \$10 minimum	Does Not Apply	Covers up to a 30-day supply.
	Generic copay - home delivery Tier 1	\$27	Does Not Apply	Covers up to a 90-day supply.
	Preferred brand copay - retail Tier 2	30% <u>coinsurance</u> , \$20 minimum	Does Not Apply	Covers up to a 30-day supply.
	Preferred brand copay - home delivery Tier 2	\$48	Does Not Apply	Covers up to a 90-day supply.
	Non-preferred brand copay - retail Tier 3	50% <u>coinsurance</u> , \$45 minimum	Does Not Apply	Covers up to a 30-day supply.
	Non-preferred brand copay - home delivery Tier 3	\$95	Does Not Apply	Covers up to a 90-day supply.
	<u>Specialty drugs</u>	Applicable drug tier copay applies	Does Not Apply	None

[ For more information about limitations and exceptions, see the plan or policy document at MedMutual.com/SBC.]

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	Physician/surgeon fees (Outpatient)	\$25 copay/visit at Physician; 10% <u>coinsurance</u> for all other places after <u>deductible</u>	30% <u>coinsurance</u>	None
If you need immediate medical attention	<u>Emergency room care</u>	10% <u>coinsurance</u>		None
	<u>Emergency medical transportation</u>	10% <u>coinsurance</u>		None
	<u>Urgent care</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
If you have a hospital stay	Facility fee (e.g., hospital room)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	Physician/ surgeon fee (inpatient)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Benefits paid based on corresponding medical benefits		None
	Inpatient services	Benefits paid based on corresponding medical benefits		None
If you are pregnant	Office visits	No charge	30% <u>coinsurance</u>	<u>Cost sharing</u> does not apply to certain <u>preventive services</u> . Depending on the type of services, copay, <u>coinsurance</u> or <u>deductible</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	Childbirth/delivery facility services	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	<u>Home health care</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	(100 visits per benefit period)
	<u>Rehabilitation services</u> (Physical Therapy)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	(includes massage therapy rendered by a licensed massage therapist)
	<u>Habilitation services</u> (Occupational Therapy)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	<u>Habilitation services</u> (Speech Therapy)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	<u>Skilled nursing care</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	(120 days per benefit period)
	<u>Durable medical equipment</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	<u>Hospice services</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
If your child needs dental or eye care	Children's eye exam	No charge	30% <u>coinsurance</u>	None
	Children's glasses	Not Covered		Excluded Service
	Children's dental check-up	Not Covered		Excluded Service

Excluded Services & Other Covered Services:

Services Your <u>Plan</u> Generally Does NOT Cover (Check your policy or <u>plan</u> document for more information and a list of any other <u>excluded services</u> .)		
<ul style="list-style-type: none"><li>Acupuncture</li><li>Children's dental check-up</li><li>Children's glasses</li><li>Cosmetic Surgery</li></ul>	<ul style="list-style-type: none"><li>Dental Care (Adult)</li><li>Hearing Aids</li><li>Infertility Treatment</li><li>Long-Term Care</li></ul>	<ul style="list-style-type: none"><li>Non-emergency care when traveling outside the U.S.</li><li>Routine Eye Care (Adult)</li><li>Routine Foot Care</li><li>Weight Loss Programs</li></ul>
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your <u>plan</u> document.)		
<ul style="list-style-type: none"><li>Bariatric Surgery</li></ul>	<ul style="list-style-type: none"><li>Chiropractic Care</li></ul>	<ul style="list-style-type: none"><li>Private-Duty Nursing</li></ul>

**Your Rights to Continue Coverage:** There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the Department of Labor's Employee Benefits Security Administration at 866-444-EBSA (3272) or [dol.gov/ebsa/healthreform](http://dol.gov/ebsa/healthreform) and the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 877-267-2323 x61565 or [ccio.cms.gov](http://ccio.cms.gov). Other coverage options may be available to you, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit [HealthCare.gov](http://HealthCare.gov) or call 800-318-2596.

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: the Department of Labor's Employee Benefits Security Administration at 866-444-EBSA (3272) or [dol.gov/ebsa/healthreform](http://dol.gov/ebsa/healthreform) or your plan at 800-540-2583.

**Does this plan provide Minimum Essential Coverage? Yes.**  
Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

**Does this plan meet Minimum Value Standards? Yes.**  
If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

-----To see examples of how this plan might cover costs for sample medical situations, see the next section-----  
The coverage example numbers assume that the patient does not use an HRA or FSA. If you participate in an HRA or FSA and use it to pay for out-of-pocket expenses, then your costs may be lower.



## About these Coverage Examples:



**This is not a cost estimator.** Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

### Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

■ The <u>plan's</u> overall <u>deductible</u>	\$500
■ <u>Specialist</u> copay	\$25
■ Hospital (facility) <u>coinsurance</u>	10%
■ Other <u>coinsurance</u>	10%

#### This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)  
 Childbirth/Delivery Professional Services  
 Childbirth/Delivery Facility Services  
Diagnostic tests (*ultrasounds and blood work*)  
Specialist visit (*anesthesia*)

<b>Total Example Cost</b>	<b>\$12,700</b>
---------------------------	-----------------

#### In this example, Peg would pay:

<i>Cost Sharing</i>	
<u>Deductibles</u>	\$500
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$1,100

<i>What isn't covered</i>	
Limits or exclusions	\$60

<b>The total Peg would pay is</b>	<b>\$1,660</b>
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### Managing Joe's Type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

■ The <u>plan's</u> overall <u>deductible</u>	\$500
■ <u>Specialist</u> copay	\$25
■ Hospital (facility) <u>coinsurance</u>	10%
■ Other <u>coinsurance</u>	10%

#### This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)  
Diagnostic tests (*blood work*)  
Prescription drugs  
Durable medical equipment (*glucose meter*)

<b>Total Example Cost</b>	<b>\$5,600</b>
---------------------------	----------------

#### In this example, Joe would pay:

<i>Cost Sharing</i>	
<u>Deductibles</u>	\$0
<u>Copayments</u>	\$200
<u>Coinsurance</u>	\$900

<i>What isn't covered</i>	
Limits or exclusions	\$20

<b>The total Joe would pay is</b>	<b>\$1,120</b>
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### Mia's Simple Fracture

(in-network emergency room visit and follow up care)

■ The <u>plan's</u> overall <u>deductible</u>	\$500
■ <u>Specialist</u> copay	\$25
■ Hospital (facility) <u>coinsurance</u>	10%
■ Other <u>coinsurance</u>	10%

#### This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)  
Diagnostic test (*x-ray*)  
Durable medical equipment (*crutches*)  
Rehabilitation services (*physical therapy*)

<b>Total Example Cost</b>	<b>\$2,800</b>
---------------------------	----------------

#### In this example, Mia would pay:

<i>Cost Sharing</i>	
<u>Deductibles</u>	\$500
<u>Copayments</u>	\$50
<u>Coinsurance</u>	\$200

<i>What isn't covered</i>	
Limits or exclusions	\$0

<b>The total Mia would pay is</b>	<b>\$750</b>
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Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: 800-540-2583.

The plan would be responsible for the other costs of these EXAMPLE covered services.

# Multi-Language Interpreter Services & Nondiscrimination Notice



This document notifies individuals of how to seek assistance if they speak a language other than English.

## Spanish

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-382-5729 (TTY: 711).

## Chinese

注意:如果您使用繁體中文,您可以免費獲得語言援助服務。請致電 1-800-382-5729 (TTY: 711)。

## German

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-800-382-5729 (TTY: 711).

## Arabic

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-382-5729 رقم هاتف الصم والبكم (711).

## Pennsylvania Dutch

Wann du Deitsch schwetzscht, kannscht du mitaus Koschte ebber gricke, ass dihr helft mit die englisch Schprooch. Ruf selli Nummer uff: Call 1-800-382-5729 (TTY: 711).

## Russian

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-382-5729 (телетайп: 711).

## French

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-382-5729 (ATS: 711).

## Vietnamese

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-382-5729 (TTY: 711).

## Navajo

Díí baa akó nínízin: Díí saad bee yáníłti' go Diné Bizaad, saad bee áká'ánída'áwo'déé', t'áá jiik'eh, éí ná hóló, kojí' hódíłnih 1-800-382-5729 (TTY: 711).

## Oromo

XIYYEEFFANNAA: Afaan dubbattu Oroomiffa, tajaajila gargaarsa afaanii, kanfaltiidhaan ala, ni argama. Bilbilaa 1-800-382-5729 (TTY: 711).

## Korean

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-382-5729 (TTY: 711)번으로 전화해 주십시오.

## Italian

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-382-5729 (TTY: 711).

## Japanese

注意事項:日本語を話される場合、無料の言語支援をご利用いただけます。1-800-382-5729 (TTY: 711)まで、お電話にてご連絡ください。

## Dutch

AANDACHT: Als u nederlands spreekt, kunt u gratis gebruikmaken van de taalkundige diensten. Bel 1-800-382-5729 (TTY: 711).

## Ukrainian

УВАГА! Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мовної підтримки. Телефонуйте за номером 1-800-382-5729 (телетайп: 711).

## Romanian

ATENȚIE: Dacă vorbiți limba română, vă stau la dispoziție servicii de asistență lingvistică, gratuit. Sunați la 1-800-382-5729 (TTY: 711).

## Tagalog

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-382-5729 (TTY: 711).

**QUESTIONS ABOUT YOUR BENEFITS OR OTHER INQUIRIES ABOUT YOUR HEALTH INSURANCE SHOULD BE DIRECTED TO MEDICAL MUTUAL'S CUSTOMER CARE DEPARTMENT AT 1-800-382-5729.**

**Nondiscrimination Notice**

Medical Mutual of Ohio complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex in its operation of health programs and activities. Medical Mutual does not exclude people or treat them differently because of race, color, national origin, age, disability or sex in its operation of health programs and activities.

- Medical Mutual provides free aids and services to people with disabilities to communicate effectively with us, such as qualified sign language interpreters, and written information in other formats (large print, audio, accessible electronic formats, etc.).
- Medical Mutual provides free language services to people whose primary language is not English, such as qualified interpreters and information written in other languages.

**If you need these services or if you believe Medical Mutual failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, with respect to your health care benefits or services, you can submit a written complaint to the person listed below. Please include as much detail as possible in your written complaint to allow us to effectively research and respond.**

**Civil Rights Coordinator**

Medical Mutual of Ohio  
2060 East Ninth Street  
Cleveland, OH 44115-1355  
MZ: 01-10-1900

**Email:** [CivilRightsCoordinator@MedMutual.com](mailto:CivilRightsCoordinator@MedMutual.com)

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights.

- Electronically through the Office for Civil Rights Complaint Portal available at:  
[ocrportal.hhs.gov/ocr/portal/lobby.jsf](http://ocrportal.hhs.gov/ocr/portal/lobby.jsf)
- By mail at:  
U.S. Department of Health and Human Services  
200 Independence Avenue, SW Room 509F  
HHH Building  
Washington, DC 20201-0004
- By phone at:  
(800) 368-1019 (TDD: (800) 537-7697)
- Complaint forms are available at:  
[hhs.gov/ocr/office/file/index.html](http://hhs.gov/ocr/office/file/index.html)



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** January 7, 2021

**SUBMITTED BY:** Benjamin Young, Administration

**ITEM TYPE:** Resolution

**AGENDA SECTION:** New Business

**SUBJECT:** **Resolution No. 03-2021, 1st Reading, Personnel and Safety Committee**

A resolution approving the collective bargaining agreement between the City of North Canton and the Ohio Patrolmen's Benevolent Association (OPBA) (Full-Time Dispatchers and Lead Dispatcher) as negotiated by the Department of Administration, and declaring the same to be an emergency.

**DESCRIPTION:** This resolution would accept and approve the Collective Bargaining Agreement with City Dispatch personnel for 2021 through 2023. The Agreement has been agreed to by both the Department of Administration and the Union.

### ATTACHMENTS:

[Res. 03-2021 Dispatch CBA 2021-2023.docx](#)

[Dispatch CBA - 2021-2023.pdf](#)

[APPENDIX A - MMO Summary of Benefits & Coverage.pdf](#)

North Canton City Council  
Personnel and Safety  
RESOLUTION 03 - 2021

A resolution approving the collective bargaining agreement between the City of North Canton and the Ohio Patrolmen’s Benevolent Association (OPBA) (Full-Time Dispatchers and Lead Dispatcher) as negotiated by the Department of Administration, and declaring the same to be an emergency.

WHEREAS, the Department of Administration has completed negotiations with the Ohio Patrolmen’s Benevolent Association (OPBA) (Full-Time Dispatcher and Lead Dispatcher) for a collective bargaining agreement to run from January 1, 2021, to December 31, 2023, and

WHEREAS, Ohio Revised Code 4117.10(B) requires the approval of City Council for the use of funds necessary to implement a collective bargaining agreement and for the approval of any other matter which may, by local law, require legislative approval, and

WHEREAS, City Council may either accept or reject the agreement in its entirety, but is not empowered to amend or further negotiate the agreement or any provision thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That City Council of the City of North Canton does hereby accept and approve the collective bargaining agreement between the City of North Canton and the Ohio Patrolmen’s Benevolent Association (OPBA) (Full-Time Dispatcher and Lead Dispatcher) as negotiated by the Department of Administration and attached hereto as “Exhibit A”.
- Section 2. That the Director of Administration has the approval of City Council to expend funds as necessary to implement this agreement as previously appropriated by Ordinance 66-2020.
- Section 3. That if a provision of this resolution is or becomes illegal, invalid, or unenforceable, it shall not affect the validity or enforceability of any other provision of this resolution.
- Section 4. That this resolution is hereby declared to be an emergency measure necessary for the preservation of the health, safety, and peace of the City of North Canton; and; further necessary for the timely implementation fo the collective bargaining agreement described herein, wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this resolution shall take effect and be in full force upon its adoption by Council, together with the Mayor’s approval. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

Attest: \_\_\_\_\_  
Benjamin R. Young, Clerk of Council

\_\_\_\_\_  
Stephan B. Wilder, Mayor

Signed on: \_\_\_\_\_



COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE CITY OF NORTH CANTON

AND

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (OPBA)  
(FULL-TIME DISPATCHERS/LEAD DISPATCHER)

Effective: **January 1, 2021**  
Expires: **December 31, 2023**

**SERB CASE #2020-MED-10-1177**

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## **ARTICLE 1 - PREAMBLE**

**1.01** This Agreement is hereby entered into by and between the City of North Canton, hereinafter referred to as the “Employer” or the “City” and the Ohio Patrolmen’s Benevolent Association, hereinafter referred to as the “Union.”

## **ARTICLE 2 - PROBATIONARY PERIOD**

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

## **ARTICLE 3 - PURPOSE & INTENT**

**3.01** In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and uninterrupted efficient operations, the Employer now desires to enter into an Agreement reached through collective bargaining which will have for its purposes, among others, the following:

- A. to recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment.
- B. to promote fair and reasonable working conditions
- C. to promote individual efficiency and service to the City of North Canton
- D. to avoid interruption or interference with the efficient operation of the Employer’s business
- E. to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

## **ARTICLE 4 - RECOGNITION**

**4.01** The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment as provided by the State Employment Relations Act, for the Bargaining Unit Certified under SERB Case Number 2012-REP-07-0072 including all full time dispatchers and the lead dispatcher employed in the North Canton Police Department, excluding all part-time, seasonal and auxiliary dispatchers, lieutenants, sergeants, patrolmen, and police chief. All other employees of the Employer are excluded from the Bargaining Unit. Said recognition shall continue for a term as provided by law.

**4.02** The Employer will furnish the Union with a list of all employees in the



classifications covered by this Agreement indicating their starting date of employment. Such list will be supplemented and furnished whenever a change occurs.

#### **ARTICLE 5 - DUES DEDUCTION**

**5.01** During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the Union and the regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. No new authorization forms will be required from any employees in the North Canton Police Department for whom the Employer is currently deducting dues.

**5.02** The initiation fees, dues or assessments so deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution and Bylaws. The Union shall certify to the Employer the amounts due and owing from the employees involved.

**5.03** The Employer shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date, such amounts shall be deducted from the next or subsequent pay.

**5.04** A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within thirty (30) days from the date of making said deductions.

**5.05** 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 this Article, and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

#### **ARTICLE 6 - AGENCY SHOP**

**6.01** Fair share fees will no longer apply. Unless and until the law changes to again permit the withholding of fair share fees, the Employer will not withhold fair share fees from any employee's pay. In the event the law changes to again permit the withholding of fair share fees, the Union will initiate a meeting with the Employer within thirty (30) calendar days to renegotiate this Section of the Agreement.

#### **ARTICLE 7 - MANAGEMENT RIGHTS**

**7.01** The Employer reserves all of the rights it had prior to entering into this Agreement and unless specifically modified or delegated away in the express written provisions of this Agreement, such rights shall include, but not be limited to the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public Employer, standards of services, its overall

- budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
  - C. Maintain and improve the efficiency and effectiveness of Governmental operations;
  - D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
  - E. Suspend, discipline, demote, or discharge for just cause, or lay off transfer, assign, schedule, promote or retain employees;
  - F. Determine the adequacy of the workforce;
  - G. Determine the overall mission of the Employer as a unit of government;
  - H. Effectively manage the workforce;
  - I. Take actions to carry out the mission of the public Employer as a governmental unit; and
  - J. Promulgate and enforce reasonable work rules.

## **ARTICLE 8 - EMPLOYEE RIGHTS**

**8.01** An employee has the right to the presence and advice of a Union representative and/or Union attorney at all disciplinary interrogations.

**8.02** Before an employee may be charged with any violation of the rules and regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation will be the basis of such a charge.

**8.03** Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. In addition, the employee may record such interrogation if he has a recording device available so as not to delay the investigation. The Employer may have a transcript of such recording at the Employer's expense.

**8.04** An employee will be informed of the nature of any investigation prior to any questioning. If the employee being questioned is, at the time, a witness and not under investigation, he shall be so advised.

**8.05** An employee may request an opportunity to review his personnel file, add memoranda to the file clarifying any documents contained in the file, and he may have a representative of the Union present when reviewing his file. A request for copies of items included in the file shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

**8.06** With respect to investigations that may result in criminal charges, a formal charge of misconduct shall be prepared in writing stating the matters that are under investigation and the charges being considered.

**8.07** In the course of an internal affairs investigation, a polygraph examination will be administered only with the consent of the employee under investigation. If, in the course of an internal investigation, an employee has been given a polygraph examination, such examination shall not be used in any subsequent action.

**8.08** All complaints against employees which may involve suspension or discharge of the employee shall be investigated and either corroborated or found to be without merit, in accordance with Section 12.3 of the North Canton Police Department Policy and Procedures. The Employer will furnish a copy of the complaint to the employee whom the complaint has been filed against when such employee is notified of the investigation. An employee will be notified of any requests by civilians to view his/her personnel file. Such notification(s) shall be provided within 24 hours of any such request(s).

**8.09** Oral and written reprimands more than one year old shall not be used as a basis for future discipline.

## **ARTICLE 9 - DISCIPLINE**

**9.01** Disciplinary action taken by the Employer against non-probationary employees shall only be for just cause. Disciplinary action may be taken against probationary employees who shall have no rights to appeal any such action through the Grievance Procedure contained herein or to any Civil Service Commission.

**9.02** A non-probationary employee shall be given written notice of the charges and the reason(s) for all disciplinary actions.

**9.03** Prior to imposing discipline, the Employer shall provide the employee an opportunity to respond to the charges against him and notify him that he has the right to confer with a Union representative. Such response may include defenses the employee believes are applicable or mitigating circumstances.

**9.04** In the case of the emergency relief of duty, an employee may be suspended with pay pending a hearing in front of the Chief of Police pursuant to Section 3.

## **ARTICLE 10 - ASSOCIATION REPRESENTATION**

**10.01** The parties recognize that it may be necessary for an employee representative of the Union to leave a normal work assignment while acting in the capacity of 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 officer in charge of the shift. The Employer will not dock the pay of an employee representative for time spent during normal working hours conferring with the Employer on grievances or disciplinary matters. In addition, authorized representatives of the Union may use the 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.

**10.02** Members of the Negotiating Committee shall be allowed reasonable time off to participate in collective bargaining meetings with the employee, if held during a member's regular working hours without loss of pay.

**10.03** The Directors of the Dispatcher's Unit shall be permitted to use up to forty-eight (48) hours (Union time) annually, said hours are to be used for training, meetings, and other official Union functions. Said hours are to be credited upon January 1st of each year of this Agreement. The carryover of this Union leave time shall be capped at twenty-four (24) hours.

**10.04** An OPBA Director, not on duty, that is called out by a Bargaining Unit member for representation regarding grievances, disciplinary matters, or for emergency purposes shall receive a minimum of one (1) hour worked or one (1) hour pay if not needed for the total one (1) hour worked. Such hours shall be deductible from the hours accrued in Section 10.03, above.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

**11.01** Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination, or reprisal and except at Step 1, shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure. The grievance procedure is the exclusive remedy for dispute resolutions under this Collective Bargaining Agreement.

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

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

written provisions of this agreement.

- B. **Grievant.** The “grievant” shall be defined as any employee, group of employees within the Bargaining Unit of the Union.
- C. **Days.** A “day” as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or holidays as provided for in this Agreement.

**11.03** The following procedures shall apply to the administration of all grievances filed under this Article.

- A. Except at Step 1, all grievances shall include the name and position of the grievant, the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant, and a general statement of the nature of the grievance and the redress sought by the grievant.
- B. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any.
- C. If a grievance affects a group of employees working in different locations with different principals, or associated with an Employer-wide controversy, it may be submitted at Step 3.
- D. The time limits provided herein will be strictly adhered to. Any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to respond to a grievance within the specified time limit, the grievance shall automatically proceed to the next step.
- E. This procedure shall not, be used for the purposes of adding to, subtracting from, altering in any way, any of the provisions of this Agreement.

**11.04** All grievances shall be administered in accordance with the following steps of the grievance procedure. All grievances may first be handled under Step 1 of these procedures. It is permissible to bypass Step 1 of these procedures and initiate the grievance process with Step 2. In either case, Step 2 must be submitted within the 10 days of the occurrence of the facts giving rise to the grievance.

**Step 1.** An employee who believes he may have a grievance may attempt to resolve that alleged grievance by conversing with a representative(s) of the Employer and/or its designee that the employee feels is responsible for the alleged grievance and/or has the authority to resolve the alleged grievance.

**Step 2.** An employee who believes he may have a grievance shall submit in writing his grievance to the Chief of Police within 10 days of the occurrence of the facts giving rise to the grievance. Any decision issued by the Chief of Police and/or his designee shall be made in writing within 10 days of receiving the grievance.

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

## **ARTICLE 12 - ARBITRATION PROCEDURE**

**12.01** In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within 30 days after the rendering of the decision at Step 3, the Union may submit the grievance to arbitration. The parties will promptly select an arbitrator from the panel of seven (7) arbitrators from the federal mediation and conciliation service, and the parties will choose from the panel by the alternate strike method. A coin flip will determine who will strike first.

**12.02** The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

**12.03** The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association

**12.04** The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be evenly split by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

**12.05** An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his regular hourly rate for all hours during which his attendance is required by either

party. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed five (5) employees.

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

**12.07** No arbitrator may be utilized two times consecutively unless by mutual agreement of the parties or if selected through the alternate strike method.

#### **ARTICLE 13 - NON-DISCRIMINATION**

**13.01** The Employer and the Union agree not to discriminate against any employee on the basis of race, religion, color, ancestry, national origin, age, sex, military status, or disability.

**13.02** The Union expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

#### **ARTICLE 14 - GENDER AND PLURAL**

**14.01** Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular and words in the masculine, feminine or neuter gender shall be construed all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

#### **ARTICLE 15 - CONFORMITY TO LAW**

**15.01** This Agreement shall supersede any present and future state and local laws, along with any applicable rules and regulations, and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule of regulation shall not affect the validity of the surviving portions.

**15.02** If the enactment of legislation or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

**15.03** Any matter not specifically covered by this Collective Bargaining Agreement shall be covered by the applicable ordinance or civil service rule of the City of North Canton or the State of Ohio.

## **ARTICLE 16 - HOURS OF WORK**

**16.01** Employees shall work a five (5) day week of eight (8) hours per day for a total of a forty (40) hour workweek. The workweek need not be made up of consecutive days if the nature of the work to be performed requires that twenty-four (24) hour services be maintained seven (7) days per week.

**16.02** Work schedules shall be posted subject to the Employer's right to change the schedule with as much advanced notice as possible. The work schedule will provide the full-time dispatchers with every other weekend (Saturday & Sunday) off provided there is minimal staffing. Minimal staffing for this section shall be defined as having at least six (6) full-time dispatchers, and at least one (1) part-time dispatcher employed. Employees shall have the right to trade shifts or workdays as long as the trade does not create overtime or double shifts.

**16.03** Steady shifts will be assigned in seniority order starting with that dispatcher with the most seniority proceeding down to that dispatcher with the least seniority.

- A. In October of each year, all dispatchers shall submit in writing to the patrol commander his first, second, and third shift preference for the coming year. Employees who neglect to specify their preference shall be presumed to have no preference.
- B. Dispatchers will be assigned the steady shift he most desires if possible. If the dispatcher's first choice of steady shift is not available, he will be assigned his second choice if possible. If that dispatcher's second choice of steady shift is not available, he will be assigned his third choice if possible. If that dispatcher's third shift choice of steady shift is not available, he will be assigned to whatever shift remains to be filled.
- C. Steady shifts shall run from January through December of each year of this Agreement.
- D. Management reserves the right to assign one dispatcher to steady swing shift for the primary purpose of covering the absence of other dispatchers and to provide additional personnel as needed on any shift. This swing shift position shall also be assigned by seniority bidding.
- E. The placement of probationary employees shall take precedence over seniority bidding.
- F. Any vacancies or transfers from special assignments shall also be filled by seniority bidding. Management determines how many employees will be assigned to any shift.

**16.04** Irrespective of Sections 16.01, 16.02, and 16.03, effective 8/1/2013, the Lead



Dispatcher shall be assigned permanently to the 6:30 a.m. to 2:30 p.m. shift, Monday through Friday. The Lead Dispatcher's permanent off-days shall be Saturday and Sunday. This section does not prohibit the Lead Dispatcher from working on Saturdays or Sundays and being paid for such work in accordance with this Agreement, including Section 17.04, if such work is done pursuant to an overtime opportunity or shift trade.

#### **ARTICLE 17 - OVERTIME**

**17.01** Employees working in excess of their normal shift shall receive credit for time worked in one-quarter hour increments. All overtime is subject to the Chief's approval. There shall be no pyramiding of overtime.

**17.02** Employees called out for duty shall receive a minimum of two (2) hours work or two (2) hours pay, in lieu thereof, if not needed to work the total of two (2) hours.

**17.03** All time worked in excess of forty (40) hours in one calendar week shall be compensated at one and one-half (1½) times the hourly rate. Employees have the choice of either overtime pay or compensatory time off on the same basis as provided by Section 3 of Article 18 of this agreement in respect to holidays.

#### **17.04 Distribution of Overtime.**

- A. The City will attempt to equalize overtime amongst the Bargaining Unit members whenever possible. In order to accomplish this goal, the City will maintain an overtime list, listing members in order of Bargaining Unit seniority.
- B. When an overtime opportunity arises, it will be offered to parttime Dispatchers first. Should the parttime Dispatchers decline, it will then be offered to the Bargaining Unit member with the most Bargaining Unit seniority and least number of checkmarks. Whether the Bargaining Unit member accepts or rejects the overtime shift, a checkmark will be placed by their name, and the date and time will be recorded. If the overtime shift is declined, it will be offered to the next most senior Bargaining Unit member with the least number of check marks, and so on and so forth.
- C. Reasonable requests by a Bargaining Unit member to inspect the rotational list will not be declined.

**17.05** Accumulation of compensatory time shall have a maximum of sixty (60) hours accumulation at any one time. Accrued but unused compensatory time shall be paid to the employee within two (2) weeks for any of the following reasons: employee is laid off, leaving an hourly position and being promoted to a salary position and if an employee resigns or is terminated or retires.

## **ARTICLE 18 - HOLIDAYS**

**18.01** The following paid holidays will be observed by all full-time employees and such employees shall be paid an amount equal to eight (8) hours of pay at the employee's regular rate, unless otherwise specified in this Article:

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

**18.02** Employee must be on the active payroll in order to be entitled to holiday pay. Active payroll is defined as actually working or on a paid leave. A holiday as identified in Section 1 of Article 18 shall be considered as a day worked for accrual of fringe benefits.

**18.03** Employees who are required to work on a paid holiday shall be compensated at their regular rate plus time and one-half for the holiday worked or may take a compensatory day off at the overtime rate, which said compensatory time must be taken consistent with any applicable federal regulations. The employee may split the overtime wages on a holiday between pay and compensatory time, but it must be one (1) hour increments. Employee may also work four (4) hours of a holiday at the overtime rate and receive the other four (4) hours as time off with full regular pay, subject to scheduling considerations.

**18.04** If any of the aforementioned holidays should fall on an employee's regular day off, the employee, at his option, shall receive eight (8) hours at time and one half in pay or compensatory time.

## **ARTICLE 19 - VACATIONS**

**19.01** For the sole purpose of the application of this article, employees who were employed in a calendar year prior to January 1, 2003 shall be deemed to have a service date of January 1 of that year in which their employment commenced. Any employee, who during the term of this agreement, receives more vacation than the following schedule indicates shall not have his vacation reduced to conform to the schedule.

**19.02** Employees employed less than one (1) year by January 1 shall be granted a paid vacation at the rate of one (1) vacation day per full month worked, not to exceed ten (10) days.

**19.03** Employees having been employed one (1) through four (4) years by January 1 shall be granted a paid vacation allowance of two (2) calendar weeks in that calendar year of employment.

**19.04** Employees having been employed five (5) through nine (9) years by January 1 shall be granted a paid vacation allowance of three (3) calendar weeks in that calendar year of employment.

**19.05** Employees having been employed ten (10) through fourteen (14) years by January 1 shall be granted a paid vacation allowance of four (4) calendar weeks in that calendar year of employment.

**19.06** Employees having been employed fifteen (15) through nineteen (19) years by January 1 shall be granted a paid vacation allowance of five (5) calendar weeks in that calendar year of employment.

**19.07** Employees who have been employed more than nineteen (19) years by January 1 shall be granted a paid vacation allowance of six (6) calendar weeks in that calendar year of employment.

**19.08** All vacation allowances shall be granted at a time approved by the Chief of Police and with concurrence of the Director of Administration. A vacation schedule based on the Rules and Regulations of the Police Department shall be made up by the Chief of Police each year with vacation periods so staggered that the employee's absence will not seriously jeopardize the departmental work schedule for that year. So long as a request is made forty-eight (48) hours or more in advance, an employee in the Bargaining Unit is able to use up to three (3) vacation days. Vacation approval shall not be denied solely on the basis it creates overtime. However, this clause shall not be interpreted to permit any more vacation days than are set forth in the contract.

**19.09** Vacation leave may not be used/charged on a paid holiday.

**19.10** When the normal workweek is forty (40) hours, the paid vacation allowance will be based thereon.

**19.11** Three (3) weeks of paid vacation allowance may be carried over to the next calendar year. The three (3) weeks shall be the maximum amount which may be carried over regardless of the year to which the allowance is attributable.

**19.12** Any employee who shall resign, retire, or be laid off shall be entitled to be paid for vacation allowance earned in the previous year and eligible to be taken in the current year, plus vacation earned in the current year, at the pro rata amount of one twelfth (1/12) for each full month worked subsequent to January 1<sup>st</sup>.

**19.13** Subject to the provisions set forth in Section 19.08, vacations may not be taken in lesser increments than one-half (1/2) day.

## **ARTICLE 20 - SICK LEAVE**

**20.01** Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) serious illness, injury, or death in the employee's immediate family.

**20.02** All employees shall earn sick leave at the rate of 4.615 hours for every eighty (80) hours paid, not to exceed fifteen (15) days per year and may accumulate such sick leave to an unlimited amount.

**20.03** An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent if possible.

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

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

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

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

**20.08** The Employer may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

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

**20.10** Upon the retirement of an employee hired on or before July 31, 2011, who has not less than ten (10) years of continuous full-time employment with the Employer and who has qualified for retirement benefits from a State of Ohio Retirement System, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of the retirement multiplied by one-half ( $\frac{1}{2}$ ) the total number of accumulated, but unused, sick hours earned by the employee, as certified by the Finance Department.

**20.11** Upon retirement of any employee hired on or after August 1, 2011 who has not less than ten (10) years of continuous full-time employment with the Employer and who has qualified for retirement benefits from a State of Ohio Retirement System such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by twenty-five percent (25%) of the total number of accumulated but unused sick hours earned by the employee, as certified by the Finance Department, up to a maximum payment equal to two hundred forty (240) hours.

#### **ARTICLE 21 - MILITARY LEAVE**

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

#### **ARTICLE 22 - JURY DUTY LEAVE**

**22.01** Any employee who is called for jury duty, either Federal, County, or Municipal, shall be paid his or her regular salary, less any compensation received for jury duty, when such jury duty conflicts with his work schedule.

**22.02** Afternoon shift employees serving on a jury until 12:00 noon or later, will not be expected to report for work on their regular shift on that day and will receive the difference in earnings. Night shift employees scheduled to report for jury duty will not be expected to report to work on the immediately preceding night shift but will be paid as outlined above. Night shift employees released from jury duty prior to noon and not scheduled to report for jury duty the following day will be expected to report for work on the night shift following such release.

**22.03** It is understood that Paid Jury Duty leave will not exceed eighty (80) hours per calendar year without approval of the Employer. It will be the employee's responsibility to present to the Employer the necessary documents, including pay vouchers/check from the Clerk of Courts.

#### **ARTICLE 23 - DISABILITY PAY ALLOWANCE**

**23.01** Any employee injured in the line of duty, whose claim is allowed by the Bureau of Workers' Compensation, shall receive at the discretion of the City, either: (1) the employee's regular full wages; or (2) the difference between the amount allowed per month by the Bureau of Workers' Compensation as an award of Temporary Total Disability benefits and the employee's regular full wages. There shall be a twelve (12)

month limit on the amount of disability pay per injury, including reoccurrence of the injury allowed by the Bureau of Workers' Compensation an employee is entitled to under this Article. The Employer, at his sole discretion, may extend the leave, such extension not being subject to the Grievance Procedure. Such discretion shall not be unreasonably denied.

#### **ARTICLE 24 - FUNERAL LEAVE**

**24.01** Three (3) days excused absence with pay upon the death of the employee's mother, father, sister, brother, wife, husband, son, daughter, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, stepmother, stepfather, stepchildren, grandchild, or grandparent-in-law, shall be authorized.

**24.02** With permission of the Chief of Police, the employee may be allowed one (1) day for a funeral other than that of those named in Section 1. Said time off shall not be charged against sick leave or vacation allowance but shall be leave with pay.

#### **ARTICLE 25 - UNPAID LEAVE**

**25.01 Maternity.** Maternity leave shall include pregnancy, childbirth, and related medical conditions. Upon written request to the Director of Administration, a pregnant employee may be granted a leave of absence without pay, subject to the following rules. Such leave shall run concurrently with any applicable FMLA leave.

**25.02 Length of Leave.** Leaves of absence for maternity leave shall be limited to the period of time that the pregnant employee is unable to perform the substantial, material duties of the employee position. This period may include reasonable pre-delivery, delivery, and recovery time, as certified in writing by a physician, not to exceed one hundred eighty (180) days. Such leave shall not include time being requested for the purposes of childcare following the recovery of the employee.

**25.03 Physician Certificate.** A pregnant employee requesting a leave of absence without pay must present at the time the request is made, a physician's certificate stating the probable period for which the employee will not be able to perform substantial, material duties of the employee's position due to pregnancy, childbirth or related medical conditions.

**25.04 Sick Leave Usage.** Upon request to the Director of Administration and in accordance with the rules of the City of North Canton with regard to sick leave, a pregnant employee shall be permitted to use any or all of the employee's accumulated sick leave credit only for the period of time, as certified by the physician's certificate, that the employee isn't able to work as a result of pregnancy, childbirth or related medical conditions. An employee using sick leave credit shall not be prevented from receiving a leave of absence for maternity leave purposes without pay for the remainder of the period as defined in Section 1 of this rule.

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

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

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

**25.08 Failure to Return.** An employee who fails to return to duty upon completion or valid cancellation of a leave of absence without pay and without explanation to the Director of Administration or his representative, may be removed from the service of the Employer. An employee who fails to return to service from a leave of absence without pay and is subsequently removed from the service is deemed to have a termination date corresponding to the starting date of the leave of absence without pay.

**25.09 Abuse of Leave.** If it is found that a leave is not actually being used for the purpose for which it was originally granted, the Director of Administration may cancel the leave and direct the employee to report for work by giving written notice to the employee.

## **ARTICLE 26 - PERSONAL TIME**

**26.01** Employees shall receive sixteen (16) hours of personal time per year off work with compensation at their regular rate of pay; said personal time to be designated by the employee with the approval of the Chief of Police.

**26.02** An employee hired prior to July 1<sup>st</sup> will receive sixteen (16) hours of personal time that year. An employee hired after July 1<sup>st</sup> and prior to September 1<sup>st</sup> will receive eight (8) hours of personal time that year and an employee hired after September 1<sup>st</sup> will receive none for that year.

**26.03** All employees shall be able to work on a designated personal day at their usual hourly rate of pay. In such case, the employee shall be paid at double time for each such day. The employee must inform the Police Chief or his designee at least forty-eight hours in advance of the intention to use a personal day. Permission to use the personal days shall not be unreasonably denied. All personal days must be used in the year in which they are accrued.

**26.04** Personal time may be taken in four (4) hour increments, subject to scheduling

considerations.

**26.05** An employee with a minimum of four hundred (400) hours of sick leave shall receive an additional twenty-four (24) hours of personal time per year. The usage of the personal time shall be charged to sick leave. The Police Chief must approve the use of any personal time taken under this section.

## **ARTICLE 27 - WAGES**

**27.01** Effective the full pay period that includes January 1, all employees shall be paid in accordance with the following schedule:

	Effective 1/1/2021	Effective 1/1/2022	Effective 1/1/2023
Lead Dispatcher	1.10 times greater rate than Dispatcher 5	1.10 times greater rate than Dispatcher 5	1.10 times greater rate than Dispatcher 5
Dispatcher 5 (After 4 Years)	\$25.20	\$25.96 (3%)	\$26.74 (3%)
Dispatcher 4 (After 2 Years)	\$23.70 (3%)	\$24.41 (3%)	\$25.14 (3%)
Dispatcher 3 (After 1 Year)	\$22.36 (3%)	\$23.03 (3%)	\$23.72 (3%)
Dispatcher 2 (2 <sup>nd</sup> 6 Months)	\$19.98 (3%)	\$20.58 (3%)	\$21.20 (3%)
Dispatcher 1 (1 <sup>st</sup> 6 Months)	\$18.94 (3%)	\$19.51 (3%)	\$20.10 (3%)

Note: The position of Lead Dispatcher is properly subject to SERB's jurisdiction and that the bargaining unit of Full-time Dispatchers and Lead Dispatcher is lawfully and properly comprised under R.C. 4117. The Lead Dispatcher is not a supervisor as that term is defined by R.C. 4117.

**27.02** All employees shall receive a shift differential in the amount of thirty-five cents (\$.35) per hour for afternoon shift and fifty cents (\$.50) per hour for midnight shift, for hours actually worked.

**27.03** Each employee assigned the duties of Communications Training Officer shall receive an additional one dollar (\$1.00) per hour, for each hour in which these duties



are performed.

**27.04** All Bargaining Unit members with at least 3 years of service shall receive a Senior Communication Officer stipend of \$350.00 annually.

**27.05** One Bargaining Unit Member shall be assigned to be the TAC Officer. This person shall receive a stipend in the amount of \$450.00 annually.

**27.06** One Bargaining Unit Member who shall be assigned the duties of EMD Manager shall receive a stipend of \$450.00 annually.

**27.07** All stipends will be paid during the first half of August of each year.

#### **ARTICLE 28 - LONGEVITY PAY**

**28.01** Subject to Article 28.02, all employees shall receive longevity pay at the rate of seventy (\$70.00) dollars per year of full-time employment with the Employer. Annual longevity payments shall be made during the first half of the month of December to all employees who have completed at least five (5) years of continuous service and who are employed by the Employer on November 30<sup>th</sup> of the year in which the longevity payment is made. Determination of longevity pay shall be from December 1st to November 30<sup>th</sup>.

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

#### **ARTICLE 29 - UNIFORM ALLOWANCE**

**29.01** An annual uniform allowance of \$300.00 shall be paid for all Bargaining Unit members, with the following terms and conditions:

A. Upon full-time hire, the employee shall receive the full uniform allowance.

B. During the subsequent years of employment, the employee shall receive the uniform allowance by January 20<sup>th</sup>.

**29.02** The parties agree to meet in order to compile an enumerated list of acceptable clothing items that may be worn.

#### **ARTICLE 30 - EDUCATION BENEFITS**

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

**30.02** Reimbursement for expenses permitted is contingent upon appropriation of funds.

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

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

### **ARTICLE 31 - INSURANCES**

**31.01** The Employer shall provide hospitalization, major medical, dental, optical and a prescription drug program with coverage levels set forth below. Said medical service benefit shall be a plan(s) selected or approved by the "Insurance Committee". For the purpose of the Agreement the "Insurance Committee" is a group of City employees comprised of a representative from each collective bargaining unit, the Mayor's designee, and Council's designee. A quorum, defined as a majority of the Insurance Committee members, shall meet annually at a minimum and as needed on an ad hoc basis, to review medical plans and benefits to provide recommendations to the City Administrator. Recommendations must be approved by a majority vote of the Insurance Committee quorum. The City retains the right to restructure the health care and life insurance during this contract as to cost containment procedures but may not institute any change of coverage or benefit without mutual agreement of the parties herein.

**31.02** Bargaining Unit members shall contribute, via payroll deduction, eleven percent (11%) of the monthly COBRA amount established in December of the immediately preceding year. The Employer will provide the Union Director 30 days' notice of any rate change. Said deductions shall be prorated and deducted on a bi-weekly pay period basis. The Employer will continue the Internal Revenue Service Section 125 Plan so that employee participation as expressed in this section shall be on a pre-tax basis.

**31.03** The Employer shall adopt a standardized PPO benefit plan with network/non-network deductible, coinsurance as detailed in Appendix A.

**31.04** The Employer will provide and pay 100% of the full premium for all full-time employees for a term life insurance policy in the face value of fifty thousand dollars (\$50,000.00).

## **ARTICLE 32 - LAY-OFF AND RECALL**

**32.01** Members of the Bargaining Unit may be laid off only for lack of work or lack of funds.

**32.02** In the event of a layoff situation, members of the Bargaining Unit will be laid off in accordance with their departmental seniority (last hired, first laid off).

**32.03** A member of the Bargaining Unit who is laid off shall be subject to recall from layoff for a period of two (2) years.

**32.04** A recall from layoff will be based upon departmental seniority (last laid off, first recalled).

**32.05** Before any full-time employee may be laid off, all part-time employees will be first laid off. If a full-time employee is laid off, they shall be offered part-time work prior to utilizing non-Bargaining Unit part time employees.

**32.06** No dispatcher shall be displaced by a sworn police officer in the event of a lay off or a reduction of police personnel.

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

## **ARTICLE 33 - LABOR MANAGEMENT COMMITTEE**

**33.01** A labor management committee consisting of up to three (3) members of management, and up to three (3) members of the Union shall 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 work schedule, except when such leave from duty will create a shortage of full-time personnel on duty in which case leave will not be granted and other mutually agreeable arrangements will be made.

## **ARTICLE 34 - MISCELLANEOUS**

**34.01** The Employer shall provide space for a bulletin board in the police department, such space to be approximately 36" by 48". The Union agrees that this shall be the only area used by the Union or its members for the posting of notices of Union business. All notices which appear on the Union bulletin board shall be posted and signed by the Union official in the Bargaining Unit and shall relate to items of interest to the members.

**34.02 Pension Pickup.** Any employee of the police department of the City of North Canton who is a member of the Ohio Police and Fire Pension Fund or the Public

Employees Retirement System of Ohio shall have his compensation reduced by an amount equivalent to that employee's contribution to the Ohio Police and Fire Pension Fund or the Public Employees Retirement System of Ohio, as the case may be, and that the amount of the employee's contribution to the Ohio Police and Fire Pension Fund or the Public Employees Retirement System of Ohio, as the case may be, be paid by the City of North Canton on behalf of the employee, and that the amount of the contribution so paid on behalf of the employee by the Employer be added to the salary or wage of the employee in the calculation of pensions and other benefits and is subject to the City of North Canton income tax. In respect to the employee's contribution to the Public Employees Retirement System of Ohio, that contribution shall be the employee's contribution to the employee's savings fund defined at R.C. 145.47.

**34.03** When a dispatcher is assigned or required by the Chief or his/her designee at the Chief's sole discretion to perform the Lead Dispatcher function, when the Lead Dispatcher is on vacation, leave, etc., the employee assigned to the Lead Dispatcher function shall receive the Lead Dispatcher rate of pay. In the event that the Lead Dispatcher retires, such position shall not be filled by a police supervisor or officer without the agreement of the Ohio Patrolman's Benevolent Association.

**34.04** Management shall implement a training program for dispatchers.

#### **ARTICLE 35 - DRUG TESTING**

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

**35.02** 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, or when the employee has discharged a weapon while on duty.

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

**35.04** Drug screening tests shall be given to employees to detect the illegal use of controlled substances as defined in R.C. 3719. 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 this 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.

**35.05** 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.

**35.06** Despite Ohio's medical marijuana law, Ohio Revised Code Chapter 3796, the federal government regulates drugs through the Controlled Substances Act, which classifies marijuana as a Schedule I drug with no currently accepted medical use, together with a high potential for abuse. 21 U.S.C. 812. Accordingly, the Employer shall neither permit nor accommodate an employee's use, unlawful possession under Ohio law, or illegal distribution of medical marijuana under Ohio law. Any alleged violation of this article/section, however, is subject to the employee protections of this collective bargaining agreement. Such employee protections include but are not limited to the "reasonable suspicion" provision of Article 36, and the "just cause" provision of Article 9. This section shall be effective upon the execution of this agreement.

#### **ARTICLE 36 - DURATION OF AGREEMENT**

**36.01** This Agreement is effective from January 1, 2021 through December 31, 2023. This Agreement shall continue from year to year after January 1, 2024, 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 RC. 4117 shall apply.

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

FOR THE OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION

FOR THE CITY OF NORTH CANTON

\_\_\_\_\_  
Danielle Chaffin, OPBA Counsel

\_\_\_\_\_  
Stephan B. Wilder, Mayor

\_\_\_\_\_  
Randy Freas, Dispatcher

As to form and content:

\_\_\_\_\_  
Erin King, Dispatcher

\_\_\_\_\_  
Scott Zurakowski, Attorney at Law

### **FINANCE DIRECTOR'S CERTIFICATE**

I certify that the amount required to meet the contract agreement, obligation, payment, or expenditure for the above collective bargaining agreement, State Employment Relations Board Case number 2020-MED-10-1177, has been lawfully appropriated, authorized, or directed for such purpose and is in the treasury or in the process of collection to the credit of the General Fund, free from any obligation or certification outstanding.

\_\_\_\_\_  
Jina A. Alaback, Director of Finance

\_\_\_\_\_  
Date



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately.

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 800-540-2583. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at [MedMutual.com/SBC](http://MedMutual.com/SBC) or call 800-540-2583 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	\$500/single, \$1,000/family Network \$500/single, \$1,000/family Non-Network	Generally, you must pay all of the costs from providers up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your <u>deductible</u> ?	Yes. Certain <u>preventive care</u> and all services with <u>copayments</u> are covered and paid by the <u>plan</u> before you meet your <u>deductible</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
Are there other <u>deductibles</u> for specific services?	No	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	\$2,000/single, \$4,000/family Network \$3,500/single, \$7,000/family Non-Network	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?	<u>Cost sharing</u> for <u>prescription drugs</u> , <u>premiums</u> , balance-billed charges and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes, See <a href="http://MedMutual.com/SBC">MedMutual.com/SBC</a> or call 800-540-2583 for a list of participating providers.	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays ( <u>balance billing</u> ). Be aware your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No	You can see the <u>specialist</u> you choose without a <u>referral</u> .





All **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies. Services with **copayments** are covered before you meet your **deductible**, unless otherwise specified.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$25 copay/visit	30% <u>coinsurance</u>	None
	<u>Specialist</u> visit	\$25 copay/visit	30% <u>coinsurance</u>	None
	<u>Preventive care/ screening/ immunization</u>	No charge	30% <u>coinsurance</u>	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services you need are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray)	No charge	30% <u>coinsurance</u>	None
	<u>Diagnostic test</u> (blood work)	No charge	30% <u>coinsurance</u>	None
	Imaging (CT/PET scans, MRIs)	No charge	30% <u>coinsurance</u>	None
If you need drugs to treat your illness or condition  More information about <b>prescription drug coverage</b> is available at MedMutual.com/SBC	Drug Out of Pocket Limit - Single	\$4,350	Does Not Apply	None
	Drug Out of Pocket Limit - Family	\$8,700	Does Not Apply	None
	Generic copay - retail Tier 1	20% <u>coinsurance</u> , \$10 minimum	Does Not Apply	Covers up to a 30-day supply.
	Generic copay - home delivery Tier 1	\$27	Does Not Apply	Covers up to a 90-day supply.
	Preferred brand copay - retail Tier 2	30% <u>coinsurance</u> , \$20 minimum	Does Not Apply	Covers up to a 30-day supply.
	Preferred brand copay - home delivery Tier 2	\$48	Does Not Apply	Covers up to a 90-day supply.
	Non-preferred brand copay - retail Tier 3	50% <u>coinsurance</u> , \$45 minimum	Does Not Apply	Covers up to a 30-day supply.
	Non-preferred brand copay - home delivery Tier 3	\$95	Does Not Apply	Covers up to a 90-day supply.
	<u>Specialty drugs</u>	Applicable drug tier copay applies	Does Not Apply	None

[ For more information about limitations and exceptions, see the plan or policy document at MedMutual.com/SBC.]

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	Physician/surgeon fees (Outpatient)	\$25 copay/visit at Physician; 10% <u>coinsurance</u> for all other places after <u>deductible</u>	30% <u>coinsurance</u>	None
If you need immediate medical attention	<u>Emergency room care</u>	10% <u>coinsurance</u>		None
	<u>Emergency medical transportation</u>	10% <u>coinsurance</u>		None
	<u>Urgent care</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
If you have a hospital stay	Facility fee (e.g., hospital room)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	Physician/ surgeon fee (inpatient)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Benefits paid based on corresponding medical benefits		None
	Inpatient services	Benefits paid based on corresponding medical benefits		None
If you are pregnant	Office visits	No charge	30% <u>coinsurance</u>	<u>Cost sharing</u> does not apply to certain <u>preventive services</u> . Depending on the type of services, copay, <u>coinsurance</u> or <u>deductible</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	Childbirth/delivery facility services	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None

[ For more information about limitations and exceptions, see the plan or policy document at MedMutual.com/SBC.]

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	<u>Home health care</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	(100 visits per benefit period)
	<u>Rehabilitation services</u> (Physical Therapy)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	(includes massage therapy rendered by a licensed massage therapist)
	<u>Habilitation services</u> (Occupational Therapy)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	<u>Habilitation services</u> (Speech Therapy)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	<u>Skilled nursing care</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	(120 days per benefit period)
	<u>Durable medical equipment</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	<u>Hospice services</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
If your child needs dental or eye care	Children's eye exam	No charge	30% <u>coinsurance</u>	None
	Children's glasses	Not Covered		Excluded Service
	Children's dental check-up	Not Covered		Excluded Service

Excluded Services & Other Covered Services:

Services Your <u>Plan</u> Generally Does NOT Cover (Check your policy or <u>plan</u> document for more information and a list of any other <u>excluded services</u> .)		
<ul style="list-style-type: none"><li>Acupuncture</li><li>Children's dental check-up</li><li>Children's glasses</li><li>Cosmetic Surgery</li></ul>	<ul style="list-style-type: none"><li>Dental Care (Adult)</li><li>Hearing Aids</li><li>Infertility Treatment</li><li>Long-Term Care</li></ul>	<ul style="list-style-type: none"><li>Non-emergency care when traveling outside the U.S.</li><li>Routine Eye Care (Adult)</li><li>Routine Foot Care</li><li>Weight Loss Programs</li></ul>
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your <u>plan</u> document.)		
<ul style="list-style-type: none"><li>Bariatric Surgery</li></ul>	<ul style="list-style-type: none"><li>Chiropractic Care</li></ul>	<ul style="list-style-type: none"><li>Private-Duty Nursing</li></ul>

**Your Rights to Continue Coverage:** There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the Department of Labor's Employee Benefits Security Administration at 866-444-EBSA (3272) or [dol.gov/ebsa/healthreform](https://dol.gov/ebsa/healthreform) and the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 877-267-2323 x61565 or [ccio.cms.gov](https://ccio.cms.gov). Other coverage options may be available to you, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit [HealthCare.gov](https://HealthCare.gov) or call 800-318-2596.

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: the Department of Labor's Employee Benefits Security Administration at 866-444-EBSA (3272) or [dol.gov/ebsa/healthreform](https://dol.gov/ebsa/healthreform) or your plan at 800-540-2583.

**Does this plan provide Minimum Essential Coverage? Yes.**  
Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

**Does this plan meet Minimum Value Standards? Yes.**  
If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

-----To see examples of how this plan might cover costs for sample medical situations, see the next section-----  
The coverage example numbers assume that the patient does not use an HRA or FSA. If you participate in an HRA or FSA and use it to pay for out-of-pocket expenses, then your costs may be lower.

[ For more information about limitations and exceptions, see the plan or policy document at [MedMutual.com/SBC](https://MedMutual.com/SBC).]

## About these Coverage Examples:



**This is not a cost estimator.** Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

### Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

■ The <u>plan's</u> overall <u>deductible</u>	\$500
■ <u>Specialist</u> copay	\$25
■ Hospital (facility) <u>coinsurance</u>	10%
■ Other <u>coinsurance</u>	10%

#### This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)  
 Childbirth/Delivery Professional Services  
 Childbirth/Delivery Facility Services  
Diagnostic tests (*ultrasounds and blood work*)  
Specialist visit (*anesthesia*)

Total Example Cost	\$12,700
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#### In this example, Peg would pay:

Cost Sharing	
<u>Deductibles</u>	\$500
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$1,100

What isn't covered	
Limits or exclusions	\$60

The total Peg would pay is	\$1,660
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### Managing Joe's Type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

■ The <u>plan's</u> overall <u>deductible</u>	\$500
■ <u>Specialist</u> copay	\$25
■ Hospital (facility) <u>coinsurance</u>	10%
■ Other <u>coinsurance</u>	10%

#### This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)  
Diagnostic tests (*blood work*)  
Prescription drugs  
Durable medical equipment (*glucose meter*)

Total Example Cost	\$5,600
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#### In this example, Joe would pay:

Cost Sharing	
<u>Deductibles</u>	\$0
<u>Copayments</u>	\$200
<u>Coinsurance</u>	\$900

What isn't covered	
Limits or exclusions	\$20

The total Joe would pay is	\$1,120
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### Mia's Simple Fracture

(in-network emergency room visit and follow up care)

■ The <u>plan's</u> overall <u>deductible</u>	\$500
■ <u>Specialist</u> copay	\$25
■ Hospital (facility) <u>coinsurance</u>	10%
■ Other <u>coinsurance</u>	10%

#### This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)  
Diagnostic test (*x-ray*)  
Durable medical equipment (*crutches*)  
Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,800
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#### In this example, Mia would pay:

Cost Sharing	
<u>Deductibles</u>	\$500
<u>Copayments</u>	\$50
<u>Coinsurance</u>	\$200

What isn't covered	
Limits or exclusions	\$0

The total Mia would pay is	\$750
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Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: 800-540-2583.

The plan would be responsible for the other costs of these EXAMPLE covered services.

[For more information about limitations and exceptions, see the plan or policy document at MedMutual.com/SBC.]

# Multi-Language Interpreter Services & Nondiscrimination Notice



This document notifies individuals of how to seek assistance if they speak a language other than English.

## Spanish

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-382-5729 (TTY: 711).

## Chinese

注意:如果您使用繁體中文,您可以免費獲得語言援助服務。請致電 1-800-382-5729 (TTY: 711)。

## German

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-800-382-5729 (TTY: 711).

## Arabic

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-382-5729 رقم هاتف الصم والبكم (711).

## Pennsylvania Dutch

Wann du Deitsch schwetzscht, kannscht du mitaus Koschte ebber gricke, ass dihr helft mit die englisch Schprooch. Ruf selli Nummer uff: Call 1-800-382-5729 (TTY: 711).

## Russian

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-382-5729 (телетайп: 711).

## French

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-382-5729 (ATS: 711).

## Vietnamese

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-382-5729 (TTY: 711).

## Navajo

Díí baa akó nínízin: Díí saad bee yánílti' go Diné Bizaad, saad bee áká'ánída'áwo'déé', t'áá jiik'eh, éí ná hóló, kojí' hódíílnih 1-800-382-5729 (TTY: 711).

## Oromo

XIYYEEFFANNAA: Afaan dubbattu Oroomiffa, tajaajila gargaarsa afaanii, kanfaltiidhaan ala, ni argama. Bilbilaa 1-800-382-5729 (TTY: 711).

## Korean

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-382-5729 (TTY: 711)번으로 전화해 주십시오.

## Italian

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-382-5729 (TTY: 711).

## Japanese

注意事項:日本語を話される場合、無料の言語支援をご利用いただけます。1-800-382-5729 (TTY: 711)まで、お電話にてご連絡ください。

## Dutch

AANDACHT: Als u nederlands spreekt, kunt u gratis gebruikmaken van de taalkundige diensten. Bel 1-800-382-5729 (TTY: 711).

## Ukrainian

УВАГА! Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мовної підтримки. Телефонуйте за номером 1-800-382-5729 (телетайп: 711).

## Romanian

ATENȚIE: Dacă vorbiți limba română, vă stau la dispoziție servicii de asistență lingvistică, gratuit. Sunați la 1-800-382-5729 (TTY: 711).

## Tagalog

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-382-5729 (TTY: 711).

**QUESTIONS ABOUT YOUR BENEFITS OR OTHER INQUIRIES ABOUT YOUR HEALTH INSURANCE SHOULD BE DIRECTED TO MEDICAL MUTUAL'S CUSTOMER CARE DEPARTMENT AT 1-800-382-5729.**

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- Medical Mutual provides free aids and services to people with disabilities to communicate effectively with us, such as qualified sign language interpreters, and written information in other formats (large print, audio, accessible electronic formats, etc.).
- Medical Mutual provides free language services to people whose primary language is not English, such as qualified interpreters and information written in other languages.

**If you need these services or if you believe Medical Mutual failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, with respect to your health care benefits or services, you can submit a written complaint to the person listed below. Please include as much detail as possible in your written complaint to allow us to effectively research and respond.**

**Civil Rights Coordinator**

Medical Mutual of Ohio  
2060 East Ninth Street  
Cleveland, OH 44115-1355  
MZ: 01-10-1900

**Email:** [CivilRightsCoordinator@MedMutual.com](mailto:CivilRightsCoordinator@MedMutual.com)

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights.

- Electronically through the Office for Civil Rights Complaint Portal available at:  
[ocrportal.hhs.gov/ocr/portal/lobby.jsf](http://ocrportal.hhs.gov/ocr/portal/lobby.jsf)
- By mail at:  
U.S. Department of Health and Human Services  
200 Independence Avenue, SW Room 509F  
HHH Building  
Washington, DC 20201-0004
- By phone at:  
(800) 368-1019 (TDD: (800) 537-7697)
- Complaint forms are available at:  
[hhs.gov/ocr/office/file/index.html](http://hhs.gov/ocr/office/file/index.html)



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** January 7, 2021

**SUBMITTED BY:** Benjamin Young, Council's Office

**ITEM TYPE:** Ordinance

**AGENDA SECTION:** New Business

**SUBJECT:** **Ordinance No. 01-2021, 1st Reading, Personnel and Safety Committee**

An ordinance to amend Chapter 137, Department of Police, of the Codified Ordinances of the City of North Canton, specifically Section 137.04 Personnel to change the position titles for dispatch personnel to reflect recent changes in position titles, and declaring the same to be an emergency.

**DESCRIPTION:** This ordinance is companion legislation to the Dispatch CBA which would amend Chapter 137 to reflect the new position title and pay scale negotiated in 2021 through 2023 CBA.

**ATTACHMENTS:**

[Ord. 01-2021 Amending 137.04 to Reflect Changes in Dispatch CBA.docx](#)



North Canton City Council  
Personnel and Safety  
ORDINANCE 01 - 2021

An ordinance to amend Chapter 137, Department of Police, of the Codified Ordinances of the City of North Canton, specifically Section 137.04 Personnel to change the position titles for dispatch personnel to reflect recent changes in position titles, and declaring the same to be an emergency.

WHEREAS, the City of North Canton Police department has maximum personnel limits set by City Ordinances, and

WHEREAS, the collective bargaining agreement negotiated by the Department of Administration with dispatch personnel for 2021 through 2023 proposes a new position and compensation scale that differs from the personnel limitations established by City Ordinance for the Department, and

WHEREAS, the City wishes to approve the collective bargaining agreement as negotiated and make the necessary changes to City ordinance to reflect and properly implement the agreement as negotiated.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

Section 1. That Chapter 137, Department of Police, of the Codified Ordinances fo the City of North Canton, specifically Section 137.04, Personnel, be, and is hereby, amended to read as follows:

SECTION 137.01 PERSONNEL

(a) Authorized Manpower. That the total number of persons to be employed by the Police Department and the classifications set forth herein shall not exceed the following number of persons in each classification, unless additional budgeted positions receive funding from outside sources by written agreement:

(1) Police Chief	1
(2) Police Lieutenant	1
(3) Police Sergeant	5
(4) Police Patrolman	18
(5) Police Patrolman, Special	Unlimited
(6) <i>Lead Dispatcher</i>	1
(7) <i>Full-Time Dispatcher</i>	7
(8) <i>Part-time Dispatcher</i>	Unlimited
(9) Administrative Assistant	1
(10) School Patrol	12

Section 2. That the Clerk of Council and Mayor of the City of North Canton be, and are hereby, authorized to make such amendments as may be needed to the codified ordinances of the City of North Canton to accurately reflect this ordinance upon approval of such amended pages by a voice vote of Council.

Section 3. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, it shall not affect the validity or enforceability of any other provision of this ordinance.

Section 4. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety, and peace of the City of North Canton; and; further necessary to ensure the timely implementation of the above changes in conjunction with the effective date of the Collective Bargaining Agreement with Dispatch personnel for 2021 through 2023, wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force upon its adoption by Council, together with the Mayor’s approval. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

Attest: \_\_\_\_\_  
Benjamin R. Young, Clerk of Council

\_\_\_\_\_  
Stephan B. Wilder, Mayor

Signed on: \_\_\_\_\_