

City of North Canton

NOTICE OF PUBLIC MEETING

Notice is hereby given that:

The City Council of the City of North Canton shall hold a Committee of the Whole Meeting on Monday, June 27, 2022 at 7:00 PM at North Canton Civic Center 845 W Maple St. North Canton, OH.

See attached agenda for matters to be discussed.

Meetings are open to the public or may be livestreamed on the City of North Canton's YouTube page.

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

June 24, 2022
Date

Benjamin R. Young
Clerk

NORTH CANTON COMMITTEE OF THE WHOLE MEETING
June 27, 2022, 7:00 PM
Agenda

1. Call to Order

2. Roll Call

3. Community and Economic Development Committee

Chairperson: Daryl Revoldt

Vice Chairperson: Jamie McCleaster

3.a An ordinance amending Chapter 1739, Violations and Abatement, of the Codified Ordinances of the City of North Canton in order to simplify the abatement procedure for violations of Section 1507.07.

4. Personnel and Safety Committee

Chairperson: David Metheny

Vice Chairperson: John Orr

4.a A resolution approving the collective bargaining agreement between the City of North Canton and the Utility Workers Union Of America, Local 605 (Water Treatment Plant) as negotiated by the Department of Administration, and declaring the same to be an emergency.

5. Adjourn



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 27, 2022

SUBMITTED BY: Benjamin Young, Administration

ITEM TYPE: Ordinance

AGENDA SECTION: Community and Economic Development Committee

SUBJECT: An ordinance amending Chapter 1739, Violations and Abatement, of the Codified Ordinances of the City of North Canton in order to simplify the abatement procedure for violations of Section 1507.07.

DESCRIPTION: Compliance enforcement

ATTACHMENTS:

[REDLINE Chapter 1739 - Violations and Abatement.docx](#)

[Ord.-2022 Amend Chapter 1739 Violations and Abatement .docx](#)

CHAPTER 1739 – VIOLATIONS AND ABATEMENT

Section 1739.01	Notice of Administrative Warning.....	1
Section 1739.02	Finding of Non-Compliance; Notice.....	2
Section 1739.03	Methods of Abatement.....	3
Section 1739.04	Corrective Action Plans.....	5
Section 1739.05	Condemned Structures.....	5
Section 1739.06	Emergency Measures.....	6
Section 1739.07	Demolition.....	7
Section 1739.08	Stop Work Order.....	8
Section 1739.09	Tampering with Posted Signs.....	8
Section 1739.10	Method of Service.....	8
Section 1739.11	Fees and Fines.....	9
Section 1739.12	Exception to Administrative Process.....	9
Section 1739.13	Violations as Unlawful Acts.....	10

SECTION 1739.01 NOTICE OF ADMINISTRATIVE WARNING

(a) Whenever the code official determines that there has been a violation of this Code or has grounds to believe that a violation has occurred, the code official may issue a Notice of Administrative Warning to the property owner, occupant or agent having charge of the property. The code official is authorized to issue a single Notice of Administrative Warning for a particular property to the property owner, occupant, or agent having charge of the property in order to address multiple violations of this Code.

(b) Such notice shall be in writing and shall include all of the following:

- (1) The address or real property description reasonably sufficient to identify the property in question;
- (2) A brief statement of the violation or violations of this Code;
- (3) A brief statement of what must be corrected to bring the property into compliance with the provisions of this Code and a correction order allowing a reasonable time to take such action and/or make the repairs and improvements required to bring the property into compliance with the provisions of this Code. For the purposes of this section, two (2) days shall be conclusively determined to be a reasonable time to remediate violations of Section 1705.07 of this Code;
- (4) Notification of the penalties which may result from non-compliance, including a statement of the City’s right to file a lien against the property;

- (5) Notification of the opportunity to enter into a corrective action plan with the City to abate the violations; and
- (6) Notification of the right to appeal the determination that the property is not in compliance with this Code to the Property Maintenance Review Board.

(c) In addition to the Notice of Administrative Warning for violations of Section 1705.07, the Director of Administration shall publish in one newspaper of local circulation on or about the first day of April each year notice of the City's determination that noxious weeds and rank vegetation are public nuisances. The notice shall further demand that all owners of improved property within the City remove all noxious weeds and regularly cut rank vegetation to a height of less than eight inches on improved property and twelve inches on unimproved property.

SECTION 1739.02 FINDING OF NON-COMPLIANCE; NOTICE

(a) At any time after the expiration of the time period for the correction of violations as specified in a Notice of Administrative Warning, a property shall be deemed to be non-compliant with this Code and the owner, occupant, or agent having control of the property may be issued a Notice of Non-Compliance if either of the following apply:

- (1) Said property is not brought into compliance with the contents and provisions of any Notice of Administrative Warning and no request for a hearing before the Property Maintenance Review Board has been filed nor has a corrective action plan been entered into under Section 1739.04; or
- (2) Said property owner, occupant, or agent having control of the property fails to bring the property into compliance with the decision of the Property Maintenance Review Board rendered as the result of a hearing before the Board within fourteen (14) days of issuance of the decision of the property Maintenance Review Board or within the time frame set by the Board and no judicial review is sought.

(b) Such notice shall be in writing and shall include all of the following:

- (1) The address or real property description reasonably sufficient to identify the property in question;
- (2) A brief statement of the violation or violations of this Code;
- (3) A brief statement of what must be corrected to bring the property into compliance with the provisions of this Code and a correction order to take such action and/or make the repairs and improvements required to bring the property into compliance with the provisions of this Code;
- (4) Notification that an Affidavit of Non-Compliance ~~shall~~may be filed with the Stark County Recorder's Office;
- (5) Notification of the penalties which may result from non-compliance, including a statement of the City's right to file a lien against the property;
- (6) Notification of the opportunity to enter into a corrective action plan with the City to abate the violations; and
- (7) Notification of the right to appeal the determination that the property is not in compliance with this Code to the Property Maintenance Review Board.

(c) Once a property has been deemed to be non-compliant, such determination shall attach to the owner, occupant, or agent having control of the property for a period of seven (7) years for purposes of Section 1739.13 of this Code.

(d) When a property is found to be non-compliant with this Code, the code official ~~shall~~ may file an Affidavit of Non-Compliance with the Stark County Recorder's Office.

- (1) The Affidavit of Non-Compliance shall contain all of the following:
 - (A) The legal description of said property.
 - (B) Notification that the property is deemed to be non-compliant for and that such determination shall attach to the owner, occupant or agent having charge of the property for a period of seven (7) years for purposes of Section 1739.13 of this Code.
 - (C) The name of the owner(s) of the record of the property at the time of said non-compliance.
 - (D) An address at which the owner, occupant or agent having control of the property may obtain copies of the file concerning the property.
 - (E) A statement that costs have been incurred by the City and how all information regarding such costs can be obtained by the owner, occupant or agent having control of the property.
- (2) Upon completion of the corrective actions, repairs and improvements required to bring the property into compliance with the provisions of this Code and payment of the established fees, the code official shall file an Affidavit of Compliance with the Stark Country Recorder stating that prior concerns raised by the Affidavit of Non-Compliance have been corrected.

SECTION 1739.03 METHODS OF ABATEMENT

(a) When a property is found to be non-compliant with this Code, the code official may take any or all of the following actions upon giving a) two (2) days prior written notice of abatement for violations of Section 1705.07; or b) for all other violations, thirty (30) days prior written notice of abatement to the owner, occupant, or agent having control of the property, via notice of Administrative Warning, provided, however, no notice of abatement need be given by the code official if exigent circumstances necessitate the immediate or prompt abatement of a violation.

- (1) Cause the property to be brought into compliance with this Code, which shall include the right of the City to contract with third parties, through the completion of the necessary work and/or the supply the necessary materials to bring the property into compliance, including, but not limited to, the remediation and/or removal of weeds, rank vegetation, or noxious weeds and the demolition and removal of any structures located on the property.
 - (A) The property owner, occupant, or agent having charge of the property shall be invoiced by the City for all abatement costs incurred or to be incurred by the City, including all costs to third parties, in order to bring the property into compliance with this Code, and such invoice shall be paid by the owner, occupant, or agent having charge of the property within thirty (30) days of the date of the invoice.

- (B) If after such thirty (30) day period the invoice has not been paid, the costs therein shall be assessed as a lien against the property and certified to the County Auditor.
- (2) Issue a written citation to the owner, occupant, or agent having control of a property. The code official is further authorized to assess a fine as provided in Section 1739.11(b), in addition to any other fees, costs, or charges authorized by this Code or Ohio law.
- (3) Request the Law Director to institute appropriate action to restrain, correct, or abate a violation of this Code, or to prevent illegal occupancy of a building, structure, or premises, or to stop an illegal act, conduct, business, or utilization of the building, structure, or premises.
- (A) The property owner, occupant, or agent having control of the property shall be invoiced by the City for the costs of any such action taken by the Law Director, and such invoice shall be paid by the owner, occupant, or agent having control of the property within thirty (30) days of the date of the invoice.
- (B) If after such thirty (30) day period the invoice has not been paid, the costs therein shall be assessed as a lien against the property and certified to the County Auditor.

(b) The costs for taking any of the above actions may include, but are not limited to, any costs incurred due to the use of employees, materials, or equipment of the City of North Canton, any costs arising out of contracts for labor, materials, or equipment, costs of service of notice(s), filing of an affidavit(s), title searches, attorney's fees, or any other necessary costs in seeking remedies for violations of this Code.

(c) The City of North Canton may cause a civil action to be commenced to recover the total costs incurred pursuant to this Chapter from the owner, occupant or agent having control of the property. All attorney's fees and court costs incurred by the City shall be considered "costs" as provided for in Section 1739.03(b).

(d) Any contract entered into between the City and a third party to enforce this Code may contain a provision that some or all of the consideration to be paid by the City under said contract, may be deferred and shall only be payable upon the City's collection of same from the owner, occupant or agent having control of the property and/or other collection after being certified to the City treasurer and collected thereby. Any interest and/or penalties attributable to said deferred payments shall bear the same rates allowed by law for delinquent real property taxes and shall be added to said deferred payments, provided, however, that any such interest and/or penalties attributable to said deferred payments shall only be payable by the City to a third party upon the City's collection of same from the owner, occupant, or agent having control of the property.

(e) With respect to any action taken by the City relating to properties found to be in violation of this Code, the costs of which are assessed as a lien against the real estate, the City reserves the right to take such legal steps as may be necessary to subordinate all other mechanics liens, mortgages, or other liens assessed against the property.

- (f) Notice of abatement as provided for in Section 1739.03 shall include:
- (1) The address or real property description reasonably sufficient to identify the property in question;
 - (2) A brief statement of the violation or violations of this Code;
 - (3) A brief statement of what must be corrected to bring the property into compliance with the provisions of this Code and a correction order allowing (a) two (2) days to take such action required to bring the property in compliance with Section 1705.07 of this Code and (b) thirty (30) days to take such action and/or make the repairs and improvements required to bring the property into compliance with the remaining provisions of this Code;
 - (4) Notification of the penalties which will result from failure of compliance with the correction order, including a statement of the City's right to file a lien against the property;
 - (5) Notification of the right to appeal the determination that the property is not in compliance with this Code to the Property maintenance Review Board.

(g) For purposes of this Section, a Notice of Administrative Warning as described in Section 1739.01 will qualify as notice of abatement.

SECTION 1739.04 CORRECTIVE ACTION PLANS

(a) Upon agreement of the owner, occupant, or agent having control of the property and the code official, a corrective action plan may be prepared to identify the specific steps which need to be taken to cure violations of this Code at the property, establish reasonable deadlines for the correction of issues at the property, establishment of a payment plan in which outstanding administrative fees will be remitted to the Division of Property Maintenance and any other criteria which is necessary for the correction of conditions at the property.

(b) Both the property owner, occupant, or agent having control of the property and the code official shall execute the corrective action plan for it to be valid.

- (1) Upon the corrective action plan becoming valid, any proceedings relevant to the property that is the subject matter of the corrective action plan shall be stayed.
- (2) If the property owner, occupant, or agent having charge of the property fails to adhere to the corrective action plan, the stay of any such proceedings shall be lifted and the code official may continue any proceedings permitted by this Code.

(c) The code official is authorized to assess the fee specified in Section 1739.11 for the creation of the corrective action plan.

~~(e)(d)~~ Violations of Section 1705.07 of this Code shall not be subject to a corrective action plan.

SECTION 1739.05 CONDEMED STRUCTURES

(a) When a structure or equipment is found by the code official to be unfit for human occupancy or service such structure or equipment shall be condemned pursuant to the provisions of this code.

(b) Whenever the code official has condemned a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the owner, owner's authorized agent or the person or persons responsible for the structure or equipment in accordance with Section 1739.10. If the notice pertains to equipment, it shall be placed on the condemned equipment. The notice shall be in the form prescribed in Section 1739.01(a).

(c) Upon failure of the owner, owner's authorized agent or person responsible to comply with the notice provisions within the time given, the code official shall post on the premises or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard.

(1) The code official shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the code official shall be subject to the penalties provided by this code.

(d) Any occupied structure condemned and placarded by the code official shall be vacated as ordered by the code official. Any person who shall occupy a placarded premises or shall operate placarded equipment, and any owner, owner's authorized agent or person responsible for the premises who shall let anyone occupy a placarded premises or operate placarded equipment shall be liable for the penalties provided by this code.

(e) The owner, owner's authorized agent, operator or occupant of a building, premises or equipment deemed unsafe by the code official shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other approved corrective action.

(f) The code official shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

SECTION 1739.06 EMERGENCY MEASURES

(a) When, in the opinion of the code official, there is imminent danger of failure or collapse of a building or structure that endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the code official is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The code official shall cause to be posted at each entrance to such structure a notice reading as follows: "This Structure Is Unsafe and Its Occupancy Has Been Prohibited by the Code Official." It shall be

unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

(b) Notwithstanding other provisions of this code, whenever, in the opinion of the code official, there is imminent danger due to an unsafe condition, the code official shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the code official deems necessary to meet such emergency.

(c) When necessary for public safety, the code official shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, public ways and places adjacent to unsafe structures, and prohibit the same from being utilized.

(d) For the purposes of this section, the code official shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

(e) Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the owner of the premises or owner's authorized agent where the unsafe structure is or was located for the recovery of such costs.

(f) Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.

(g) The code official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Chapter 1743 in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without approval. The code official shall notify the serving utility and, whenever possible, the owner or owner's authorized agent and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection the owner, owner's authorized agent or occupant of the building structure or service system shall be notified in writing as soon as practical thereafter.

SECTION 1739.07 DEMOLITION

(a) The code official shall order the owner or owner's authorized agent of any premises upon which is located any structure, which in the code official's or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, the code official shall order the owner or owner's authorized agent to demolish and remove such structure,

or board up until future repair. Boarding the building up for future repair shall not extend beyond one year, unless approved by the building official.

(b) Notices and orders shall comply with Section 1739.10.

(c) If the owner of a premises or owner's authorized agent fails to comply with a demolition order within the time prescribed, the code official shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

(d) Where any structure has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

SECTION 1739.08 STOP WORK ORDER

(a) Whenever the code official finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the code official is authorized to issue a stop work order.

(b) A stop work order shall be in writing and shall be given to the owner of the property, to the owner's authorized agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

(c) Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work.

(d) Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than \$150.00 or more than \$1000.00. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

SECTION 1739.09 TAMPERING WITH POSTED SIGNS

Signs, tags, or seals posted or affixed by the code official shall not be mutilated, destroyed or tampered with, or removed without authorization from the code official.

SECTION 1739.10 METHOD OF SERVICE

~~(a)~~ Service of any notice or other documentation as required by this Code shall be deemed to be effective if sent by regular mail ~~or certified mail to the property, property owner,~~

~~occupant, or agent having control of the property as may be reflected in the public records; however, a citation must be sent via certified mail or other means of signature verified delivery.~~

~~(b)(a)~~ In addition to sending any notice, citation, or other documentation via regular or certified mail, or if the code official shall hand deliver said documents to the property by posting such documents in a conspicuous location on the property or delivering such documents to the property owner, occupant, or agent having charge of the property.

~~(e)(b)~~ In the event that service is returned as undeliverable, refused or if any other unforeseen circumstances with respect to service arise, the Ohio Rules of Civil Procedure shall govern service for the purposes of this Code.

SECTION 1739.11 FEES AND FINES

(a) The fees related to the provisions of this Code, and for the activities and services performed by the Division of Property Maintenance in carrying out its responsibilities under this Code, shall be as indicated in the following schedule.

Event	Fee
File Appeal to Property Maintenance Review Board:	
5 or fewer violations	\$150.00
6 to 10 violations	\$200.00
11 to 15 violations	\$250.00
16 to 20 violations	\$350.00
21 or more violations	\$500.00
Corrective Action Plan Development	\$150.00
Affidavit of Compliance	\$150.00

(b) The fines for citations issued under this Code shall be as indicated in the following schedule.

Event	Fines
First Offense Citation	\$150.00
Second Offense Citation	\$250.00
Third and subsequent Offense Citation	\$500.00

(c) Unpaid fees and fines shall be an assessment on the property enforceable in the same manner as assessments for delinquent property taxes.

SECTION 1739.12 EXCEPTION TO ADMINISTRATIVE PROCESS

(a) If the violation is deemed such that the structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy or is found unlawful, nothing in this Code will be construed as to preclude the City of North Canton from pursuing any

additionally available remedies pursuant to Chapter 1733, Unsafe Structures and Equipment, or Ohio law.

(b) The provisions in this Code shall not be construed to abolish or impair existing procedures or remedies of the City or its officers or agencies relating to the removal or demolition of any structure that is dangerous, unsafe, and unsanitary.

(c) Whenever there are practical difficulties involved in carrying out the provisions of this Code, the code official shall have the authority to grant modifications for individual cases upon application of the owner, occupant or agent having control of the property, provided that the code official shall first find that a special individual reason or reasons makes the strict letter of this Code impractical, the modification is in compliance with the intent and purpose of this Code, and that such modification does not lessen health, life, and safety requirements. The details of any modifications granted, including the special individual reason or reasons, shall be recorded and entered in the Property Maintenance Enforcement Division files.

SECTION 1739.13 VIOLATIONS AS UNLAWFUL ACTS

(a) Any person failing to comply with a notice or order served in accordance with this Chapter shall be deemed to be in violation of this Code, which shall be a minor misdemeanor or civil infraction as determined by the City, and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct, or abate such violation, or to require the removal or termination of the unlawful occupancy of the property in violation of the provisions of this Code or of the order or direction made pursuant thereto.

(b) Any person who violates any provision of this Code and is found by the code official to be non-compliant on four (4) separate occasions within a seven (7) year period shall be deemed on the fourth occasion to be in violation of this Code, a misdemeanor of the first degree and the offense shall be deemed a strict liability offense. This does not preclude the issuance of fees on the fourth and subsequent violations. Each day that a violation continues after a Notice of Non-Compliance has been served shall be deemed a separate offense.

North Canton City Council
Community and Economic Development Committee

ORDINANCE ## - 2022

An ordinance amending Chapter 1739, Violations and Abatement, of the Codified Ordinances of the City of North Canton in order to simplify the abatement procedure for violations of Section 1507.07.

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 1739, Violations and Abatement, of the Codified Ordinances of the City of North Canton be, and is hereby, amended to read, in its entirety, as set forth in "Exhibit A" attached hereto and incorporated herein.

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 shall take effect and be in full force from and after the earliest period allowed by law.

Passed in Council this _____ day of _____, 2022.

Attest: _____
Benjamin R. Young, Clerk of Council

Stephan B. Wilder, Mayor

Signed on: _____

CHAPTER 1739 – VIOLATIONS AND ABATEMENT

SECTION 1739.01 NOTICE OF ADMINISTRATIVE WARNING

(a) Whenever the code official determines that there has been a violation of this Code or has grounds to believe that a violation has occurred, the code official may issue a Notice of Administrative Warning to the property owner, occupant or agent having charge of the property. The code official is authorized to issue a single Notice of Administrative Warning for a particular property to the property owner, occupant, or agent having charge of the property in order to address multiple violations of this Code.

(b) Such notice shall be in writing and shall include all of the following:

- (1) The address or real property description reasonably sufficient to identify the property in question;
- (2) A brief statement of the violation or violations of this Code;
- (3) A brief statement of what must be corrected to bring the property into compliance with the provisions of this Code and a correction order allowing a reasonable time to take such action and/or make the repairs and improvements required to bring the property into compliance with the provisions of this Code. For the purposes of this section, two (2) days shall be conclusively determined to be a reasonable time to remediate violations of Section 1705.07 of this Code;
- (4) Notification of the penalties which may result from non-compliance, including a statement of the City's right to file a lien against the property;
- (5) Notification of the opportunity to enter into a corrective action plan with the City to abate the violations; and
- (6) Notification of the right to appeal the determination that the property is not in compliance with this Code to the Property Maintenance Review Board.

(c) In addition to the Notice of Administrative Warning for violations of Section 1705.07, the Director of Administration shall publish in one newspaper of local circulation on or about the first day of April each year notice of the City's determination that noxious weeds and rank vegetation are public nuisances. The notice shall further demand that all owners of improved property within the City remove all noxious weeds and regularly cut rank vegetation to a height of less than eight inches on improved property and twelve inches on unimproved property.

SECTION 1739.02 FINDING OF NON-COMPLIANCE; NOTICE

(a) At any time after the expiration of the time period for the correction of violations as specified in a Notice of Administrative Warning, a property shall be deemed to be non-compliant with this Code and the owner, occupant, or agent having control of the property may be issued a Notice of Non-Compliance if either of the following apply:

- (1) Said property is not brought into compliance with the contents and provisions of any Notice of Administrative Warning and no request for a hearing before the Property Maintenance Review Board has been filed nor has a corrective action plan been entered into under Section 1739.04; or
- (2) Said property owner, occupant, or agent having control of the property fails to bring the property into compliance with the decision of the Property Maintenance Review Board rendered as the result of a hearing before the Board within fourteen (14) days of issuance of the decision of the property Maintenance Review Board or within the time frame set by the Board and no judicial review is sought.

(b) Such notice shall be in writing and shall include all of the following:

- (1) The address or real property description reasonably sufficient to identify the property in question;
- (2) A brief statement of the violation or violations of this Code;
- (3) A brief statement of what must be corrected to bring the property into compliance with the provisions of this Code and a correction order to take such action and/or make the repairs and improvements required to bring the property into compliance with the provisions of this Code;
- (4) Notification that an Affidavit of Non-Compliance may be filed with the Stark County Recorder's Office;

- (5) Notification of the penalties which may result from non-compliance, including a statement of the City's right to file a lien against the property;
- (6) Notification of the opportunity to enter into a corrective action plan with the City to abate the violations; and
- (7) Notification of the right to appeal the determination that the property is not in compliance with this Code to the Property Maintenance Review Board.

(c) Once a property has been deemed to be non-compliant, such determination shall attach to the owner, occupant, or agent having control of the property for a period of seven (7) years for purposes of Section 1739.13 of this Code.

(d) When a property is found to be non-compliant with this Code, the code official may file an Affidavit of Non-Compliance with the Stark County Recorder's Office.

- (1) The Affidavit of Non-Compliance shall contain all of the following:
 - (A) The legal description of said property.
 - (B) Notification that the property is deemed to be non-compliant for and that such determination shall attach to the owner, occupant or agent having charge of the property for a period of seven (7) years for purposes of Section 1739.13 of this Code.
 - (C) The name of the owner(s) of the record of the property at the time of said non-compliance.
 - (D) An address at which the owner, occupant or agent having control of the property may obtain copies of the file concerning the property.
 - (E) A statement that costs have been incurred by the City and how all information regarding such costs can be obtained by the owner, occupant or agent having control of the property.
- (2) Upon completion of the corrective actions, repairs and improvements required to bring the property into compliance with the provisions of this Code and payment of the established fees, the code official shall file an Affidavit of Compliance with the Stark County Recorder stating that prior concerns raised by the Affidavit of Non-Compliance have been corrected.

SECTION 1739.03 METHODS OF ABATEMENT

(a) When a property is found to be non-compliant with this Code, the code official may take any or all of the following actions upon giving a) two (2) days prior written notice of abatement for violations of Section 1705.07; or b) for all other violations, thirty (30) days prior written notice of abatement to the owner, occupant, or agent having control of the property, via notice of Administrative Warning, provided, however, no notice of abatement need be given by the code official if exigent circumstances necessitate the immediate or prompt abatement of a violation.

- (1) Cause the property to be brought into compliance with this Code, which shall include the right of the City to contract with third parties, through the completion of the necessary work and/or the supply the necessary materials to bring the property into compliance, including, but not limited to, the remediation and/or removal of weeds, rank vegetation, or noxious weeds and the demolition and removal of any structures located on the property.
 - (A) The property owner, occupant, or agent having charge of the property shall be invoiced by the City for all abatement costs incurred or to be incurred by the City, including all costs to third parties, in order to bring the property into compliance with this Code, and such invoice shall be paid by the owner, occupant, or agent having charge of the property within thirty (30) days of the date of the invoice.
 - (B) If after such thirty (30) day period the invoice has not been paid, the costs therein shall be assessed as a lien against the property and certified to the County Auditor.
- (2) Issue a written citation to the owner, occupant, or agent having control of a property. The code official is further authorized to assess a fine as provided in Section 1739.11(b), in addition to any other fees, costs, or charges authorized by this Code or Ohio law.

- (3) Request the Law Director to institute appropriate action to restrain, correct, or abate a violation of this Code, or to prevent illegal occupancy of a building, structure, or premises, or to stop an illegal act, conduct, business, or utilization of the building, structure, or premises.

- (A) The property owner, occupant, or agent having control of the property shall be invoiced by the City for the costs of any such action taken by the Law Director, and such invoice shall be paid by the owner, occupant, or agent having control of the property within thirty (30) days of the date of the invoice.

- (B) If after such thirty (30) day period the invoice has not been paid, the costs therein shall be assessed as a lien against the property and certified to the County Auditor.

(b) The costs for taking any of the above actions may include, but are not limited to, any costs incurred due to the use of employees, materials, or equipment of the City of North Canton, any costs arising out of contracts for labor, materials, or equipment, costs of service of notice(s), filing of an affidavit(s), title searches, attorney's fees, or any other necessary costs in seeking remedies for violations of this Code.

(c) The City of North Canton may cause a civil action to be commenced to recover the total costs incurred pursuant to this Chapter from the owner, occupant or agent having control of the property. All attorney's fees and court costs incurred by the City shall be considered "costs" as provided for in Section 1739.03(b).

(d) Any contract entered into between the City and a third party to enforce this Code may contain a provision that some or all of the consideration to be paid by the City under said contract, may be deferred and shall only be payable upon the City's collection of same from the owner, occupant or agent having control of the property and/or other collection after being certified to the City treasurer and collected thereby. Any interest and/or penalties attributable to said deferred payments shall bear the same rates allowed by law for delinquent real property taxes and shall be added to said deferred payments, provided, however, that any such interest and/or penalties attributable to said deferred payments shall only be payable by the City to a third party upon the City's collection of same from the owner, occupant, or agent having control of the property.

(e) With respect to any action taken by the City relating to properties found to be in violation of this Code, the costs of which are assessed as a lien against the real estate, the City reserves the right to take such legal steps as may be necessary to subordinate all other mechanics liens, mortgages, or other liens assessed against the property.

(f) Notice of abatement as provided for in Section 1739.03 shall include:

- (1) The address or real property description reasonably sufficient to identify the property in question;
- (2) A brief statement of the violation or violations of this Code;
- (3) A brief statement of what must be corrected to bring the property into compliance with the provisions of this Code and a correction order allowing (a) two (2) days to take such action required to bring the property into compliance with Section 1705.07 of this Code and (b) thirty (30) days to take such action and/or make the repairs and improvements required to bring the property into compliance with the remaining provisions of this Code;
- (4) Notification of the penalties which will result from failure of compliance with the correction order, including a statement of the City's right to file a lien against the property;
- (5) Notification of the right to appeal the determination that the property is not in compliance with this Code to the Property maintenance Review Board.

(g) For purposes of this Section, a Notice of Administrative Warning as described in Section 1739.01 will qualify as notice of abatement.

SECTION 1739.04 CORRECTIVE ACTION PLANS

(a) Upon agreement of the owner, occupant, or agent having control of the property and the code official, a corrective action plan may be prepared to identify the specific steps which need to be taken to cure violations of this Code at the property, establish reasonable deadlines for the correction of issues at the property, establishment of a payment plan in which outstanding administrative fees will be remitted to the Division of Property Maintenance and any other criteria which is necessary for the correction of conditions at the property.

(b) Both the property owner, occupant, or agent having control of the property and the code official shall execute the corrective action plan for it to be valid.

- (1) Upon the corrective action plan becoming valid, any proceedings relevant to the property that is the subject matter of the corrective action plan shall be stayed.
- (2) If the property owner, occupant, or agent having charge of the property fails to adhere to the corrective action plan, the stay of any such proceedings shall be lifted and the code official may continue any proceedings permitted by this Code.

(c) The code official is authorized to assess the fee specified in Section 1739.11 for the creation of the corrective action plan.

(d) Violations of Section 1705.07 of this Code shall not be subject to a corrective action plan.

SECTION 1739.05 CONDEMED STRUCTURES

(a) When a structure or equipment is found by the code official to be unfit for human occupancy or service such structure or equipment shall be condemned pursuant to the provisions of this code.

(b) Whenever the code official has condemned a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the owner, owner's authorized agent or the person or persons responsible for the structure or equipment in accordance with Section 1739.10. If the notice pertains to equipment, it shall be placed on the condemned equipment. The notice shall be in the form prescribed in Section 1739.01(b).

(c) Upon failure of the owner, owner's authorized agent or person responsible to comply with the notice provisions within the time given, the code official shall post on the premises or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard.

- (1) The code official shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the code official shall be subject to the penalties provided by this code.

(d) Any occupied structure condemned and placarded by the code official shall be vacated as ordered by the code official. Any person who shall occupy a placarded premises or shall operate placarded equipment, and any owner, owner's authorized agent or person responsible for the premises who shall let anyone occupy a placarded premises or operate placarded equipment shall be liable for the penalties provided by this code.

(e) The owner, owner's authorized agent, operator or occupant of a building, premises or equipment deemed unsafe by the code official shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other approved corrective action.

(f) The code official shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

SECTION 1739.06 EMERGENCY MEASURES

(a) When, in the opinion of the code official, there is imminent danger of failure or collapse of a building or structure that endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the code official is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The code official shall cause to be posted at each entrance to such structure a notice reading as follows: "This Structure Is Unsafe and Its Occupancy Has Been Prohibited by the Code Official." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

(b) Notwithstanding other provisions of this code, whenever, in the opinion of the code official, there is imminent danger due to an unsafe condition, the code official shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the code official deems necessary to meet such emergency.

(c) When necessary for public safety, the code official shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, public ways and places adjacent to unsafe structures, and prohibit the same from being utilized.

(d) For the purposes of this section, the code official shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

(e) Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the owner of the premises or owner's authorized agent where the unsafe structure is or was located for the recovery of such costs.

(f) Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.

(g) The code official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Chapter 1743 in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without approval. The code official shall notify the serving utility and, whenever possible, the owner or owner's authorized agent and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection the owner, owner's authorized agent or occupant of the building structure or service system shall be notified in writing as soon as practical thereafter.

SECTION 1739.07 DEMOLITION

(a) The code official shall order the owner or owner's authorized agent of any premises upon which is located any structure, which in the code official's or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, the code official shall order the owner or owner's authorized agent to demolish and remove such structure, or board up until future repair. Boarding the building up for future repair shall not extend beyond one year, unless approved by the building official.

(b) Notices and orders shall comply with Section 1739.10.

(c) If the owner of a premises or owner’s authorized agent fails to comply with a demolition order within the time prescribed, the code official shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

(d) Where any structure has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

SECTION 1739.08 STOP WORK ORDER

(a) Whenever the code official finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the code official is authorized to issue a stop work order.

(b) A stop work order shall be in writing and shall be given to the owner of the property, to the owner’s authorized agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

(c) Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work.

(d) Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than \$150.00 or more than \$1000.00. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

SECTION 1739.09 TAMPERING WITH POSTED SIGNS

Signs, tags, or seals posted or affixed by the code official shall not be mutilated, destroyed or tampered with, or removed without authorization from the code official.

SECTION 1739.10 METHOD OF SERVICE

(a) Service of any notice or other documentation as required by this Code shall be deemed to be effective if sent by regular mail or if the code official shall hand deliver said documents to the property by posting such documents in a conspicuous location on the property or delivering such documents to the property owner, occupant, or agent having charge of the property.

(b) In the event that service is returned as undeliverable, refused or if any other unforeseen circumstances with respect to service arise, the Ohio Rules of Civil Procedure shall govern service for the purposes of this Code.

SECTION 1739.11 FEES AND FINES

(a) The fees related to the provisions of this Code, and for the activities and services performed by the Division of Property Maintenance in carrying out its responsibilities under this Code, shall be as indicated in the following schedule.

Event	Fee
File Appeal to Property Maintenance Review Board:	
5 or fewer violations	\$150.00

6 to 10 violations	\$200.00
11 to 15 violations	\$250.00
16 to 20 violations	\$350.00
21 or more violations	\$500.00
Corrective Action Plan Development	\$150.00
Affidavit of Compliance	\$150.00

(b) The fines for citations issued under this Code shall be as indicated in the following schedule.

Event	Fines
First Offense Citation	\$150.00
Second Offense Citation	\$250.00
Third and subsequent Offense Citation	\$500.00

(c) Unpaid fees and fines shall be an assessment on the property enforceable in the same manner as assessments for delinquent property taxes.

SECTION 1739.12 EXCEPTION TO ADMINISTRATIVE PROCESS

(a) If the violation is deemed such that the structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy or is found unlawful, nothing in this Code will be construed as to preclude the City of North Canton from pursuing any additionally available remedies pursuant to Chapter 1733, Unsafe Structures and Equipment, or Ohio law.

(b) The provisions in this Code shall not be construed to abolish or impair existing procedures or remedies of the City or its officers or agencies relating to the removal or demolition of any structure that is dangerous, unsafe, and unsanitary.

(c) Whenever there are practical difficulties involved in carrying out the provisions of this Code, the code official shall have the authority to grant modifications for individual cases upon application of the owner, occupant or agent having control of the property, provided that the code official shall first find that a special individual reason or reasons makes the strict letter of this Code impractical, the modification is in compliance with the intent and purpose of this Code, and that such modification does not lessen health, life, and safety requirements. The details of any modifications granted, including the special individual reason or reasons, shall be recorded and entered in the Property Maintenance Enforcement Division files.

SECTION 1739.13 VIOLATIONS AS UNLAWFUL ACTS

(a) Any person failing to comply with a notice or order served in accordance with this Chapter shall be deemed to be in violation of this Code, which shall be a minor misdemeanor or civil infraction as determined by the City, and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct, or abate such violation, or to require the removal or termination of the unlawful occupancy of the property in violation of the provisions of this Code or of the order or direction made pursuant thereto.

(b) Any person who violates any provision of this Code and is found by the code official to be non-compliant on four (4) separate occasions within a seven (7) year period shall be deemed on the fourth occasion to be in violation of this Code, a misdemeanor of the first degree and the offense shall be deemed a strict liability offense. This does not preclude the issuance of fees on the fourth and subsequent violations. Each day that a violation continues after a Notice of Non-Compliance has been served shall be deemed a separate offense.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 27, 2022

SUBMITTED BY: Benjamin Young, Administration

ITEM TYPE: Non-Legislation Council Items

AGENDA SECTION: Personnel and Safety Committee

SUBJECT: A resolution approving the collective bargaining agreement between the City of North Canton and the Utility Workers Union Of America, Local 605 (Water Treatment Plant) as negotiated by the Department of Administration, and declaring the same to be an emergency.

DESCRIPTION: Agreement is to begin on July 1st.

ATTACHMENTS:

[Res. -2022 WTP CBA \(2022-2025\).docx](#)

[DWP CBA - Final Draft - 2022.pdf](#)

North Canton City Council
Personnel and Safety Committee

RESOLUTION ## - 2022

A resolution approving the collective bargaining agreement between the City of North Canton and the Utility Workers Union Of America, Local 605 (Water Treatment Plant) 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 Utility Workers Union Of America, Local 605 for a collective bargaining agreement to commence at 12:00am July 1, 2022, and expire at 11:59pm on June 30, 2025, 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 Utility Workers Union Of America, Local 605 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 68-2021.
- 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 of 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.

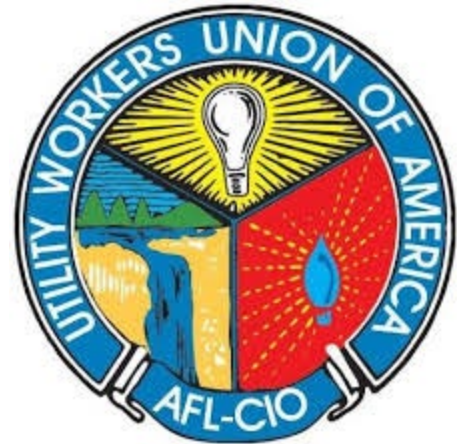
Passed in Council this _____ day of _____, 2022.

Attest: _____

Benjamin R. Young, Clerk of Council

Stephan B. Wilder, Mayor

Signed on: _____



COLLECTIVE BARGAINING AGREEMENT

between

THE CITY OF NORTH CANTON

and

**UTILITY WORKERS UNION OF AMERICA, LOCAL 605
(WATER PLANT)**

SERB CASE #

**EFFECTIVE July 1, 2022
EXPIRES June 30, 2025**

Table of Contents

PREAMBLE	1
ARTICLE 1 - NON-DISCRIMINATION/DUES DEDUCTION	1
ARTICLE 2 - PURPOSE & INTENT	2
ARTICLE 3 - RECOGNITION.....	2
ARTICLE 4 - MANAGEMENT RIGHTS.....	3
ARTICLE 5 - HOURS OF WORK	3
ARTICLE 6 - EDUCATION BENEFITS	4
ARTICLE 7 - LONGEVITY PAY	4
ARTICLE 8 - HOLIDAYS	5
ARTICLE 9 - PERSONAL DAYS.....	5
ARTICLE 10 - SICK LEAVE	5
ARTICLE 11 - VACATIONS	7
ARTICLE 12 - MILITARY LEAVE.....	7
ARTICLE 13 - WORKERS' COMPENSATION	7
ARTICLE 14 - OVERTIME ALLOWANCE	8
ARTICLE 15 - FUNERAL LEAVE.....	10
ARTICLE 16 - INSURANCES.....	10
ARTICLE 17 - UNIFORM ALLOWANCE.....	11
ARTICLE 18 - LABOR MANAGEMENT COMMITTEE.....	11
ARTICLE 19 - PROBATIONARY PERIOD.....	12
ARTICLE 20 - JURY DUTY	12
ARTICLE 21 - MATERNITY LEAVE	12
ARTICLE 22 - SENIORITY, BIDDING, LAYOFF AND RECALL	13
ARTICLE 23 - LEAVE OF ABSENCE.....	15
ARTICLE 24 - WAGES.....	15
ARTICLE 25 - PENSION PICKUP	15
ARTICLE 26 - GRIEVANCE PROCEDURE.....	16
ARTICLE 27 - ARBITRATION PROCEDURE.....	17
ARTICLE 28 - DRUG TESTING.....	18
ARTICLE 29 - DURATION OF AGREEMENT	29

PREAMBLE

This Agreement is hereby entered into by and between the City of North Canton, hereinafter referred to as “the Employer,” or “City,” and the Utility Workers Union of America, Local 605 (Drinking Water Plant Employees), hereinafter referred to as the “Union” or “Bargaining Unit.”

ARTICLE 1 - NON-DISCRIMINATION/DUES DEDUCTION

- 1.01 The Employer and the Union agree not to discriminate against any employee on the basis of race, religion, color, ancestry, national origin, age, sex, military status, or disability.
- 1.02 The Employer agrees to deduct initiation fees and to make monthly payroll deductions for Union dues upon written authorization by the employee, who is a Union member. It is understood that such payroll deduction shall be entirely voluntary on the part of the employee and shall be subject to cancellation at any time upon 30-day written notice to the Employer and the Union by the individual employee. Such cancellation shall be effective on and after the date of receipt by the Employer.

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

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

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

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

Employees who opt to pay a fair share fee have the right to voluntarily pay their fair share fee. The fair share shall be certified to the City by the Secretary-Treasurer of the Local Union. The voluntary deduction of their fair share fee will be deducted from their paycheck. Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein.

ARTICLE 2 - PURPOSE & INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and uninterrupted efficient operations, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purpose, among others, the following: (1) to recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; (2) to promote fair and reasonable working conditions; (3) to promote individual efficiency and service to the City of North Canton; (4) to avoid interruption or interference with the efficient operation of the Employer's business; and (5) to provide a basis for the adjustment of matters of mutual interest by means of amicable discussions.

ARTICLE 3 - RECOGNITION

3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment as provided by the State Employment Relations Act, for all non-probationary, full-time drinking water plant operators (Class I, II, III, and non-certified operators), excluding all part-time, seasonal, and exempt employees. All other employees of the Employer are excluded from the Union. Such recognition shall continue for a term as provided by law.

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

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

The parties recognize that it may be necessary and advantageous to both parties for a Union officer(s) to leave a normal work assignment to attend educational conferences or other functions offered by the Utility Workers Union of America. The Union recognizes the operational needs of the Employer and the need to cooperate in keeping time lost from work to a minimum. Prior to any leave during working hours for purposes of attending such functions, the Union officer will obtain approval from the Director of Administration. The Employer will permit no more than two Union officers to use up to 48 paid hours annually to attend educational conferences or other Union functions.

Members of the Negotiating Committee will be allowed reasonable time off, without loss of pay, to participate in collective bargaining meetings when held during normal working hours. The Employer will not dock a Union officers, representatives or members while engaged in discussions with the Employer regarding grievances or disciplinary matters.

When properly authorized, union officers may use the Employer's facilities to conduct membership or other meetings and shall be permitted to use the internal mail system or other internal communication systems. In addition, the Union will

be provided space on bulletin boards, where members report to post notices of meetings and other non-controversial communications.

ARTICLE 4 - MANAGEMENT RIGHTS

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

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public Employer, standards of services, its over-all budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Employer as a unit of government;
- H. Effectively manage the work force; and
- I. Take actions to carry out the mission of the public Employer as a governmental unit.

ARTICLE 5 - HOURS OF WORK

5.01 Employees shall work a rotating work schedule. The work period shall commence at 6:00 a.m. on Sunday and conclude seven days later at 5:59 a.m. on the following Sunday.

5.02 The workweek need not be made up of consecutive days as the nature of the work to be performed requires 24-hour services be maintained seven days per week.

5.03 Workweek: and/or work schedules in effect shall not be changed except for emergencies, which shall be determined at the discretion of the Director of Administration. In the event there is a proposed change in either the established workweek and/or work schedules, the Union representative committee shall be given a 10-day notification of such proposed change and the employee representative committee and representatives of the Employer shall meet for the purpose of discussing such proposed changes.

- 5.04 Employees shall work such schedules as are assigned by departmental and administrative heads.
- 5.05 In the event the Employer agrees to implement an alternative to the existing 12-hour shift, the following shall apply:
- A. Overtime shall be paid after forty hours are worked in a seven-day work period.
 - B. The workweek cycle shall have ten shifts in a two-week period.
 - C. The Employer reserves the right to schedule operators on a traditional five-day, eight- hour shift if the Director of Administration determines it is in the Employer's best interest to do so.
 - D. All paid time off, including sick leave, personal days, vacation, holidays, and funeral leave shall not be increased.

ARTICLE 6 - EDUCATION BENEFITS

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

ARTICLE 7 - LONGEVITY PAY

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

December 1st to November 30th.

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

ARTICLE 8 - HOLIDAYS

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

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

8.02 Operators of the Water Treatment Plant shall observe the holiday on the calendar date on which the holiday occurs including Christmas Eve on December 24th.

8.03 Holidays listed in Section 8.01 of the within Article 8 shall be considered as a day worked for accrual of fringe benefits.

8.04 Employees working on the holiday listed in Section 8.01 of the within Article 8 shall be compensated at the hourly rate for such holiday time plus one and one-half times the hourly rate for all hours actually worked on the holiday.

8.05 Employees qualify for compensation for holiday time provided they work the normal workday preceding and the normal workday following said holiday. If an employee takes sick leave the day preceding and/or the day following a holiday, such employee must have accrued sick leave and approval of sick leave use by the proper departmental authority.

ARTICLE 9 - PERSONAL DAYS

9.01 Employees shall receive 24 hours of personal leave per year while they are under the 12-hour schedule. Personal leave may be taken subject to scheduling considerations, in quarter-hour blocks. An employee hired prior to July 1st will receive 24 hours personal time that year. An employee hired after July 1st and prior to September 1st will receive 12 hours personal time that year. An employee hired after September 1st will receive none for that year.

9.02 Employees shall receive, in addition, a maximum of 24 hours of personal time provided they have a minimum of 400 hours sick leave. Such 24 hours of personal time to be charged to sick leave. Said personal days may not be taken in less than quarter-hour increments, subject to scheduling considerations.

ARTICLE 10 - SICK LEAVE

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

- 10.02 All employees shall earn sick leave at the rate of 4.6 hours for every 80 hours paid not to exceed 120 hours per year and may accumulate such sick leave to an unlimited amount.
- 10.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one hour before the start of his work shift each day he is to be absent.
- 10.04 Sick leave may be used in segments of not less than one-quarter hour.
- 10.05 Before an absence may be charged against accumulated sick leave, the Employer may require such proof of illness, injury or death as may be satisfactory to 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 three consecutive workdays must supply a physician's report to be eligible for paid sick leave, unless waived by the Employer.
- 10.06 If the employee fails to submit adequate proof of illness, injury 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.
- 10.07 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.
- 10.08 The Employer may require an employee who has been absent due to personal illness or injury, prior to and as a condition of 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.
- 10.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined as the employee's: parents, siblings, child, spouse, grandparent, grandchild, step- and in-law of the same, legal guardian or other person standing in the place of a parent, and other persons permanently residing in the employee's household.
- 10.10 Upon the retirement of an employee hired on or before July 31, 2008 who has at least 10 years of continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio Retirement System such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-half the total number of accumulated but unused sick hours earned by the employee, as certified by the Finance Department.
- 10.11 Upon the retirement of an employee hired on or after August 1, 2008, who has not less than ten 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 240 hours.

ARTICLE 11 - VACATIONS

11.01 For the sole purpose of the application of this Article, full-time employees in a calendar year prior to January 1, 2003 shall be deemed to have a service date of January 1st of that year in which their employment commenced. An employee, who during the term of this Agreement, receives more vacation than the following schedule indicates, shall not have the employee’s vacation reduced to conform to the schedule.

11.02 Effective July 1, 2022 employees will be credited with accrued vacation. Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

	Annual	Bi-Weekly
0 through 4 years	80 hours	3.08 hours
5 years through 9 years	120 hours	4.62 hours
10 years through 14 years	160 hours	6.16 hours
15 years through 19 years	200 hours	7.70 hours
> than 19 years	240 hours	9.23 hours

11.06 All vacation allowances shall be granted at a time approved by the Department Head and with concurrence of the Director of Administration. A vacation based on the seniority standing of employees will be made up by the Department head each year with vacation periods so staggered that the employee’s absence will not seriously jeopardize the departmental work schedule for the year.

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

11.08 Vacation Payout. Any employee whose accrued vacation balance exceeds two (2) years shall be paid quarterly for the excess of two years accrual balance at their current rate of pay for any such excess.

11.09 Vacation time may be used in increments of one-quarter hour or more.

ARTICLE 12 - MILITARY LEAVE

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

ARTICLE 13 - WORKERS’ COMPENSATION

13.01 State law provides that all employees are covered by Workers’ Compensation for injuries that arise out of or in the course of employment. The Employer contributes to the Workers’ Compensation Insurance Fund an amount determined by the Fund, based on the Employer’s experience rate.

- 13.02 All injuries which arise out of or in the course of employment shall be reported and compensated for under this Workers' Compensation section and not under the Employer's health insurance plan.
- 13.03 Any employee who suffers a compensable industrial injury or illness can, subject to this section, receive regular wages ("salary continuation") instead of Workers' Compensation lost-time benefits. Payment for related medical benefits is the responsibility of the employer's Managed Care Organization (MCO).
- 13.04 Transitional Work: Bargaining Unit Members who are temporarily disabled from performing all the duties of their regularly assigned positions due to work-related or non-work-related injury or illness, and who request or are being assigned temporary "Transitional Work".

With the Department Superintendent, Director of Administration, and attending physician's approval, when possible, and in the City's best interest, which shall be determined at the Director of Administration's sole discretion, to provide temporary Transitional Work assignments for Bargaining Unit Members with work restrictions due to work-related or non-work-related injury or illness, Work related injury or illness applications and assignments shall take priority over all non-work-related injuries and illnesses applications,

When temporary Transitional Work assignments are available due to the need for such work, this policy shall provide temporary reassignment of injured or ill Members until such time as:

The Bargaining Unit Member is medically released to perform the full range of duties of the Bargaining Unit Member's regular position;

- A. The Transitional Work assignment is discontinued at the request of the attending physician;
- B. The Bargaining Unit Member is medically determined to be permanently disabled;
- C. The Department Superintendent with the consent of the Director of Administration, determines Transitional Work is no longer available.

Work related injuries or illnesses will not result in exhaustion of the Member's sick leave balance prior to being assigned a temporary Transitional Work assignment. In the event that the work-related claim is found to be fraudulent or denied the Member's sick leave balance will be used. In the case of a fraudulent claim further discipline may be carried out.

ARTICLE 14 - OVERTIME ALLOWANCE

- 14.01 The Employer has the sole and exclusive right to determine the need for overtime. Insofar as practicable, overtime opportunity hours shall be equitably distributed by seniority through a call-out roster among those who normally perform the work as defined in the classification specification and/or position description.

Overtime work that contains duties that are common to a classification series shall be equitably distributed by seniority among those employees within the appropriate series on that particular roster.

- 14.02 Employees working beyond the conclusion of the employee's normal shift shall receive credit for a minimum of one hour worked and if over an hour is worked, the employee shall receive credit for the time actually worked, provided however, that such employee must have completed their scheduled shift before receiving credit for extra time worked and the computation of extra time shall commence at the time the employee concludes their scheduled shift. No overtime shall be worked unless approved of in advance by the Employer.
- 14.03 Employees called out for emergency duty shall receive a minimum of two hours pay in lieu thereof if not permitted to work the total of two hours.
- 14.04 For the purposes of computing overtime pay or compensatory time earned, an employee must actually work or be on authorized paid leave, with the exception of sick leave.
- 14.05 Any bargaining unit employee may request to accumulate compensatory time off in lieu of receiving overtime pay for any overtime worked. If the employee wishes to request compensatory time, the employee shall make such request prior to the end of the pay period in which the overtime is worked.
- 14.06 Employees will be permitted to accumulate up to a maximum of 40 hours compensatory time. Compensatory time will be accumulated on a time and one-half basis for each hour of overtime worked. Compensatory time off will be scheduled at a time mutually agreeable to both the Employer and employee. Compensatory time may be used in one-quarter hour increments.
- 14.07 The Employer shall place employees on the appropriate call-out rosters by qualified department seniority and bargaining unit seniority basis.

Qualified department employees shall be called out for voluntary overtime on a department seniority basis.

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

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

- 14.09 An employee who agrees to work overtime then fails to timely report for said overtime shall receive an “overtime refused” note on the call-out log and shall be liable for discipline unless extenuating circumstances arose that prevented the employee from reporting.
- 14.10 Standard overtime work is voluntary, and employees may refuse to work overtime without reprisals or discrimination. However, if an insufficient number of employees submit to voluntary overtime for an event, call outs may include exempt personnel. If in the sole discretion of the City Administrator, an event is declared as an “emergency,” employees shall be required to work overtime, starting with the least-senior employee.
- 14.11 Employees shall not work in excess of 16 consecutive hours without the applicable department superintendent’s prior approval. If the 16-hour period ends during the employee’s regularly scheduled shift, the Employer shall assign duties to the employee that minimize equipment operation and/or exposure to moving equipment for the duration of the shift.
- 14.12 If an employee disputes the call-out list, the employee may file a grievance with the employee’s supervisor. Any dispute regarding overtime shall be raised in accordance with the timelines established under Article 26 of this Agreement. The timeline for filing a grievance begins the first day following the posting of the overtime roster in which the alleged violation is shown.
- 14.13 The Department Seniority list shall be posted in the office of the superintendent of the department. The list shall be maintained as needed to reflect the current departmental employees, in addition to their seniority as DWP operators and non-DWP operators.

ARTICLE 15 - FUNERAL LEAVE

- 15.01 Three days excused absence with pay upon the death of the employee's parents, siblings, child, spouse, grandparent, grandchild, step- and in-law of the same, legal guardian. or other person standing in the place of a parent, and other persons permanently residing in the employee's household.
- 15.02 With permission of the Department Head and the concurrence of the Director of Administration, an employee may receive one additional day of excused absence to attend a funeral.

ARTICLE 16 – INSURANCES

- 16.01 The Employer shall provide hospitalization, major medical, dental, optical and a prescription drug program.
- 16.02 Bargaining Unit members shall contribute, via payroll deduction, 11 percent of the monthly COBRA amount
The Employer will provide the Union 30-days’ notice of any rate change. Payroll deductions shall be prorated and deducted on a bi-weekly pay period basis. The Employer will continue the Internal Revenue Service Section 125 Plan so that

employee participation as expressed in this section shall be on a pre-tax basis.

16.03 If a Bargaining Unit Member and spouse are both employed by the City of North Canton, double insurance coverage shall not be provided for any individual Bargaining Unit Member. Married Bargaining Unit Members may elect to maintain insurance together or individually, but not both.

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

16.05 In addition to the traditional PPO Plan, the Employer offers the Union the ability to elect to participate and enroll in a High Deductible Health Plan (HDHP) that combines a Health Savings Account (HSA) , upon the following terms and conditions:

A. For those members of the Union who elect to enroll in the HDHP with HSA the Employer will contribute for each enrollee half of the annual deductible for the HDHP with HSA.

B. The details of the HDHP with HSA are set forth in the Plan Documents and Summary of Benefits Coverage ("SBC") attached hereto as Appendix "A".

Eligibility and qualifications to enroll in the HDHP with HSA are set forth in the Plan Documents and SBC.

C. The Insurance Committee will continue to evaluate the marketplace on an annual basis to determine what other health insurance options are available to it.

16.06 Bargaining Unit Members shall be entitled to term life insurance coverage in the amount of Fifty-Thousand and 00/ 100 Dollars (\$50,000.00). In the event of a change of insurance carrier, the current benefit of life insurance shall not be reduced.

16 .07 Insurances shall be effective on the first day of the month following the date of employment.

ARTICLE 17 - UNIFORM ALLOWANCE

17.01 An annual uniform allowance of \$300 shall be paid upon hire, or by the end of February of each year.

ARTICLE 18 – LABOR MANAGEMENT COMMITTEE

18.01 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 19 – PROBATIONARY PERIOD

19.01 All employees shall serve a probationary period of 180 days. During such period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Commission. The Employer and the Union may agree to extend the probationary period for an employee on an individual basis.

ARTICLE 20 – JURY DUTY

20.01 Any employee who is called for jury duty, either Federal, County or Municipal, shall be paid his or her regular salary.

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 work shift on that day, and will receive the difference in earnings. Night shift employees scheduled to report for jury duty will not be expected to report to work on the immediately preceding night shift but will be paid as outlined above. Night shift employees released from jury duty the following day will be expected to report for work on the night shift following such noon.

20.03 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 – MATERNITY LEAVE

21.01 Maternity Leave shall include pregnancy, childbirth and related medical conditions.

21.02 Upon written request to the Director of Administration, Director of Finance, President of Council or Clerk of Council, whoever is applicable, a pregnant employee may be granted a leave of absence without pay, subject to the following rules:

- A. Length of Leave: Leave of absence for maternity leave shall be limited to the period of time that the pregnant employee is unable to perform the substantial, material duties of the employee's position. This period may include reasonable pre-delivery, delivery, and recovery time, as certified in writing by a physician, not to exceed 180 days. Such leave shall not include time being requested for the purposes of childcare following the recovery of the employee.
- B. Physician Certificate: A pregnant employee requesting a leave of absence without pay must present, at the time the request is made, a physician's certificate stating the probable period for which the employee will not be

able to perform substantial, material duties of the employee's position due to pregnancy, childbirth or related medical conditions.

- C. Sick Leave Usage: Upon request to the Director of Administration, Director of Finance, President of Council or Clerk of Council, whoever is applicable, and in accordance with the rules of the City of North Canton with regard to sick leave, a pregnant employee shall be permitted to use any or all of the employees accumulated sick leave credit only for the period of time, as certified by the physician's certificate, that the employee isn't able to work as a result of pregnancy, childbirth or related medical conditions. An employee using sick leave credit shall not be prevented from receiving a leave of absence for maternity leave purposes without pay for the remainder of the period as defined in Section 22.01 of this rule.
- D. Service Credit: Authorized leaves of absence under this rule for maternity leave without pay will count as service credit for all purposes related to seniority, provided the employee has properly returned to service and is not serving a probationary period. Employees that do not return to service from a personal leave of absence for maternity leave shall not receive service credit for the time spent on such leave.
- E. Employee Benefits: Hospitalization and life insurance benefits will remain in effect as long as the employee is on maternity leave as provided for herein.
- F. Return to Service: Upon completion of a leave of service for maternity leave purposes, without pay, the employee shall be returned to the same or similar position within the employee's former classification.
- G. Failure to Return: An employee who fails to return to duty upon completion or valid cancellation of leave of absence without pay and without explanation to the Director of Administration may be removed from the service of the Employer. An employee who fails to return to service from a leave absence without pay and is subsequently removed from the service is deemed to have a termination date corresponding to the starting date of the leave of absence without pay.
- H. Abuse of Leave: If 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.
- I. Such leave shall run concurrently with any applicable FMLA leave.

ARTICLE 22 - SENIORITY, BIDDING, LAYOFF AND RECALL

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

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

BARGAINING UNIT SENIORITY is the length of service as determined by the date the employee entered a classification covered by this Agreement. Promotions, transfers, layoffs, and recalls shall be based on bargaining unit seniority.

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

Overtime opportunities will be offered to qualified employees on a department seniority basis. Mandatory overtime, when applicable, will be imposed on qualified employees on a reverse department seniority basis.

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

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

The Employer will notify the local Union president at least 15 days prior to any reduction of the workforce. At the Union's request, the Employer will meet to discuss alternatives, if any, to the intended reductions.

If it becomes necessary to reduce the size of the workforce due to lack of work, lack of funds, or reorganization for proposes of efficiency, reductions shall be made as follows:

- A. Students, temporary, part-time, seasonal, and probationary employees within an affected job title will be laid off before any full-time employee within the affected job title.
- B. Full time employees within the affected job title will be laid off according to bargaining unit seniority, with the least senior employee being first laid off.
- C. Should a laid off employee have greater bargaining unit seniority than another employee occupying a job the employee is qualified to perform, the senior employee shall have the right to displace the least senior employee. The displaced employee may displace an employee with less bargaining unit seniority provided the employee is qualified to perform the job, and so

on, until the desired reductions are made.

- D. Laid off employees shall retain the right to be recalled for two years from the date of lay off. Recalls shall be in inverse order of the layoffs. It is the laid off employee's duty to notify the Employer of any changes of address. Notice of recall shall be sent via certified mail (return receipt) to the employee's address as last listed on the Employer's records. An employee refusing recall or failing to report for work within 15 days (unless another time is mutually agreed) shall be considered to have resigned and forfeits all employment rights with the Employer.

ARTICLE 23 - LEAVE OF ABSENCE

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

ARTICLE 24 - WAGES

24.01 Employees assigned to the position descriptions below shall receive a 3% wage increase effective the first full pay period that includes July 1st for each of the following years:

POSITION	7/1/2022	7/1/2023	7/1/2024
Non-certified Operator	\$27.42	\$28.24	\$29.09
Class I Operator	\$28.89	\$29.76	\$30.65
Class II Operator	\$29.86	\$30.76	\$31.68
Class III Operator	\$30.72	\$31.64	\$32.59
Lab Technician/Operator	\$30.72	\$31.64	\$32.59

24.02 Employees holding a full chemistry or microbiology lab certification, and who have been employed by the Employer for at least four years, shall be paid \$.50 per hour add on to their base rate for each certification. Employees holding such certificates must demonstrate the certificate's currency to the Administrator for approval of this stipend.

ARTICLE 25 - PENSION PICKUP

25.01 Any employee who is a member of the Public Employees Retirement System of Ohio shall have his or her compensation reduced by an amount equivalent to that employee's contribution to the employee's savings fund as defined at Section 147.47 of the Ohio Revised Code, Public Employees Retirement System of Ohio, and that the amount of said employee's contribution to the Public Employees Retirement System of Ohio be paid by the City of North Canton on behalf of the

employee; and that the amount of the contribution so paid on behalf of the employee by the Employer be added to the salary or wage of the employee in the calculations of pensions and other benefits and is subject to the City of North Canton income tax.

ARTICLE 26 – GRIEVANCE PROCEDURE

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

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

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

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

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

to the next step.

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

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

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

Step 2: An employee shall submit a grievance in writing to the employee's supervisor within ten days of the occurrence of the facts giving rise to the grievance. Any decision issued by the Supervisor or designee shall be made in writing within ten 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 or 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 27 – ARBITRATION PROCEDURE

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

27.02 The arbitrator shall have no 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.

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

27.04 The fees and expenses of the arbitrator and the cost of the hearing room, if any,

will be evenly split by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

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

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

ARTICLE 28 – DRUG TESTING

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

In contrast to 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 any bargaining unit member's use, unlawful possession, or illegal distribution of medical marijuana.

28.02 The City of North Canton will make a good faith effort to maintain a drug free workplace by complying with the requirements of the Federal Drug Free Workplace Act of 1988, the Omnibus Transportation Employees Testing Act of 1991, and relevant Department of Transportation regulations, enhancing the health and safety of employees and the public, thereby providing more cost-efficient delivery of municipal services.

Applicants for safety-sensitive positions will be required to undergo a drug screening and, when necessary, confirmation test, as a component of the physical examination administered to applicants for safety-sensitive positions.

A current employee may be required to take a drug screening and confirmation test, or an alcohol test, administered in accordance with this article, upon reporting for work or during work hours when trained supervisors or another eyewitness with credible evidence have cause to believe that the employee has ingested, inhaled, or injected an illicit drug, intentionally misused a prescription drug, or ingested and alcoholic beverage on the job.

Any current employee who is required to hold a CDL will be required to take a drug screening and confirmation test, and/or an alcohol test, administered in

accordance with this article and relevant federal regulations.

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

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

28.04 Definitions.

- A. **Alcohol** means alcohol or any beverage containing more than one-half of one percent of alcohol by volume that is capable of use for beverage purposes, either when alone or when diluted.
- B. **Drug** means a controlled substance as defined by Chapter 3719 of the Ohio Revised Code, entitled “Controlled Substances”, and/or Section 202, Schedules I through V of the Federal Controlled Substance Act, including but not limited to marijuana, hashish, “crack”, cocaine, heroin, morphine, codeine, opiates, amphetamines, “ice”, barbiturates, and hallucinogens.
- C. **Reasonable suspicion** means a conclusion by trained personnel or an eyewitness with credible evidence based on personal observation of specific objective instances of employee conduct, subject to corroboration and documented in writing, that an employee is exhibiting aberrant or unusual on duty behavior which is the type of behavior that is recognized and accepted as a symptom of intoxication or impairment caused by controlled substances or alcohol and is not reasonably explained as a result of other causes such as fatigue, side effects or prescription or over the counter medication, reaction to fumes, smoke or other job related causes or factors. Such behavior may include, but is not limited to, a substantial drop in the employee’s performance level, impaired judgment or reasoning, decreased level of attention or sensory abilities, or other behavioral changes.
- D. **Drug testing** means collection of a urine and/or blood specimen by medical personnel and a laboratory analysis of that specimen by Enzyme Immunoassay (EMIT) screening and confirmatory testing using the Gas Chromatograph/Mass Spectrometry (GC/MS) methods and

procedures, or the most current and appropriate technology. No other testing procedures or methods may be utilized unless negotiated with the Union or mandated by Federal Regulations.

- E. **Medical Review Officer (MRO):** The MRO interprets the laboratory results of the drug tests and reports positive results to our company after verifying that there are no valid medical explanations for the positive results. This individual shall be a licensed doctor with a background in substance abuse.
- F. **Breath Alcohol Technician (BAT):** The BAT shall be Responsible for collection of breath samples for alcohol testing. The BAT shall be trained in the operation of the Evidential Breath Testing (EBT) device used to conduct the test.
- G. **Substance Abuse Professional (SAP):** The SAP will evaluate the employee's situation, prescribe an appropriate treatment program, if necessary, and schedule unannounced follow-up testing once the employee has returned to duty.
- H. **Alcohol Testing:** Means the use of a breath alcohol monitoring machine which is currently the Evidential Breath Testing (EBT) device.

28.05 Employee Procedures and Notification.

Employees are notified that:

- A. The Employer's rules and regulations prohibit the use, sale, manufacture, or possession of illicit drugs or alcohol, or misuse or resale of prescription or over-the-counter medications while on duty or on City property or in a City vehicle. Violation of these rules and regulations will subject the employees to discipline, up to and including discharge.
- B. Any employee who brings any mood-altering nonprescription drugs including, but not limited to: amphetamines, barbiturates, marijuana, alcohol, morphine, cocaine, tranquilizers, PCP or any of their derivatives on to City property or any City work site will be immediately removed from the workplace, referred for rehabilitation and subject to disciplinary action up to and including discharge.
- C. Any employee found selling any illegal or prescription drugs of any sort on any City property or work site shall be immediately discharged from the City's service and may be subject to criminal charges, whether the employee is on or off duty.
- D. Reasonable suspicion drug testing may be administered only where there is evidence to believe that, the employee to be tested is using, consuming, or under the influence of an alcoholic beverage, non-prescription controlled substance (other than over-the-counter medication) and/or nonprescription drugs while on duty. Based on reasonable suspicion by

two trained supervisors, if two are available, or credible evidence received from an eyewitness(es), employees will be required to submit to testing for drug or alcohol use. Prior to such testing, the supervisors must document in writing who is to be tested and why the test was ordered including any specific objective facts constituting reasonable suspicion and the name of any informants or sources of the information which includes physical evidence submitted. One copy of this document shall be given to the unit employee before testing and one copy shall be provided to the Union as soon as possible. Failure to follow any of the above steps shall result in elimination of the test results as if no test were administered.

- E. Discipline imposed for a violation under Reasonable Suspicion will not be governed by the discipline progression in this Article, which is applicable to CDL Random test results. A positive result received for purposes under reasonable suspicion will result in discipline up to and including discharge.
- F. Any employee who by their negligence is involved in an accident of any type which causes, or may have caused, an injury to themselves or others, and/or property damage, may be subject to drug and/or alcohol testing.

28.06 Random Testing. A percentage equal to fifty percent (50%) of the City's average driver position employees who hold a CDL will be tested for drugs, and a percentage equal to ten percent (10%) of the City's driver average position shall be tested for alcohol annually. Regulatory Requirements:

- A. An employee who works in a covered position and/or is reasonably expected to operate any CDL required equipment or vehicles shall be subject to drug and alcohol testing on an announced and random basis. A refusal to submit to these tests shall be presumed as a positive test, subjecting the driver to disqualification and discipline, up to and including discharge.
- B. The employer shall administer drug tests equal to 50% of covered employees, each calendar year. Based on the number of positive tests, this requirement may be reduced to 25% per year after two years, subject to Federal regulations.
- C. The employer must administer alcohol tests equal to the percentage of covered employees, each calendar year as prescribed by federal regulations.
- D. Each employee who works in a covered position and/or is reasonably expected to operate any CDL required equipment or vehicles shall be in a pool from which the random selection shall be made. Each employee in the pool shall have an equal chance of selection and shall remain in the pool, even after the employee has been tested.
- E. An employee shall be selected for drug and/or alcohol testing by computer software program, or other mutually agreed to method, designed to ensure

that selection will be completely objective and anonymous. This selection process will be accomplished by the drug testing facility or by a joint City union selection process, on the morning of the test and the list shall be time stamped. The Union shall receive a copy of the list of employees selected for these tests upon arrival at the test site.

- F. The random drug testing shall be spread through the 12-month period. The random selections will be done quarterly. The selection will occur at a different time each quarter to insure against predictable selection dates.
- G. The employer shall submit a list of employees subject to the random test, including the employee's identification numbers as verified by the Union, to the testing facility.
- H. The employer will then notify the employee that he/she has been selected for random testing on the morning or afternoon of the test, depending on which shift the employee is working. The employee shall then report immediately to the testing facility.
- I. If the test results are negative, all documentation regarding the testing will be destroyed pursuant to law.
- J. If the test results are verified positive, the MRO will not notify the employer's designated representative of a positive test result until he has first had consultation with the employee. The employee shall be removed from his/her safety sensitive position. The employee, within 72 hours of receipt of actual notice from the MRO may request that the split sample be forwarded by the first laboratory to another independent and unrelated DHHS approved laboratory selected by the Union for conformity testing of the presence of a drug at the employee's expense and/or the Union's expense. If a driver requests that a split sample be tested, then disciplinary action will only take place after the first (1st) laboratory reports a positive finding and the second (2nd) laboratory confirms the presence of the drug. However, the driver will be taken out of service once the first (1st) laboratory reports a positive finding while the second (2nd) test is being performed. The driver shall not be entitled to payment of lost time during the period that the driver has been removed from service as required by DOT regulations, unless the results of the second (2nd) test is negative. Disputes may be settled by a mutually chosen third (3rd) test procedure.

Any driver testing positive for drugs or prohibited levels of alcohol in any DOT drug test shall be suspended for a period of 45 calendar days and referred to the Employer's Employee Assistance Program (EAP) for rehabilitation and consultation, unless the CDL holder's job-related actions have resulted in serious bodily harm or death, and/or felony charges, in which event the employee would be subject to additional due-process discipline up to and including discharge. This provision also applies to employees who bid on and are awarded CDL positions who subsequently undergo pre-placement screening and tests positive prior to being placed in the position.

28.07 Post-Accident.

- A. If an employee operating a City vehicle during work hours is involved in an accident where major damage and bodily harm has occurred to himself or herself or any other person or has been cited for violating the traffic laws except where no law enforcement agency has been called to make a report, shall be cause for reasonable suspicion and may be tested for possible substance abuse. A positive result will subject the employee to discipline up to and including termination.
- B. All covered employees involved in, or contributing to an accident, or who cannot be completely discounted as a contributing factor to an accident where either vehicle has to be towed, or a citation has been issued to the driver shall be tested immediately within two hours, but under no circumstances more than eight hours from the time of the accident.
- C. A decision not to administer a post-accident drug test shall be made by the employee's Department Head. That decision may be superseded by the local law enforcement official and/or the Director of Administration. The determination shall be based on the best information available at the time.
- D. The urine sample for a post-accident drug test shall be collected as soon as possible but not later than eight hours after the accident.
- E. Implementation Procedures.
 - 1. Any driver involved in a reportable accident as defined by this policy, shall notify their Department Head at the first available opportunity after the accident, at which time the driver will be advised to report to an appropriate collection site in order to provide the appropriate samples. To the extent possible, the driver should not transport himself/herself to the collection site but should arrange for someone else to transport him/her. However, if local law enforcement officials are on the scene of the accident and request the driver to undergo urine, and/or breath tests, the driver shall simply comply with those demands.
 - 2. In the event the driver is seriously injured and unable to provide the necessary samples, he/she shall authorize the health care provider to release to the employer any information necessary to indicate the presence of any controlled substance or alcohol in his/her system.
 - 3. The Department Head will be responsible to see that the employee knows that he/she must report to a collection site for testing as soon as possible but not later than eight hours after the accident.
- F. Prior to such testing, employees shall be required to sign a form acknowledging testing and to sign for chain-of-custody. Failure or refusal

to sign the acknowledgment form or to submit to these tests shall be presumed as a positive test, subjecting the driver to removal from service, which is cause for a charge of insubordination and will result in disciplinary actions, which could include discharge.

28.08 Testing Procedures. The following test procedure shall apply to all urine tests administered to Bargaining Unit employees:

- A. Urine and/or blood specimens shall be collected at the approved laboratory as stated below in section I, or at an accredited medical facility when necessary after an accident.
- B. A Union representative shall be allowed to accompany the employee to the test and observe collection, bottling and sealing of the specimen. The employee shall not be observed when the urine specimen is given.
- C. Employee shall choose two specimen containers from a lot of at least 12 identical containers. All specimen containers, vials or bags used to transport the samples shall be sealed with evidence tape and labeled in the presence of the employee and Union representative.
- D. The testing shall be done by a laboratory certified as a medical and forensic laboratory which complies with the scientific and technical guidelines for federal drug testing programs and Standards for Urine Drug Testing for Federal Agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the US Department of Health and Human Services. (53 Fed. Reg. 11970 (4/11/88)).
- E. The Employer shall choose the laboratory to be utilized for toxicology testing on a yearly basis.
- F. The following standards, or the most current mandated standards, shall be used to determine what levels of detected substances shall be considered positive:

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

- G. Tests which are below the levels set forth above shall be determined as negative. If test results are negative, all nonrequired documentation regarding supervisor's observations and testing will be destroyed.
- H. At the time the urine specimen is collected two samples will be taken. One sample will be sent to the laboratory to be tested at the employer's expense. If the first sample tests positive then upon written request by the employee within 72 hours, the second sample shall be tested separately at an approved laboratory chosen by the Union. The cost of testing the second sample shall be borne by the employee or Union. All test results are to be reviewed by the MRO before being released.
- I. Breath alcohol testing for CDL operators, using an approved device, with any results less than .02 alcohol concentration shall be considered a "negative" test. If any results test between .02 and .039, the operator shall be removed from his position for 24 hours and re-tested prior to being permitted to return to duty at the scheduled start of his next full shift following the suspension. A test result of .04 or greater shall be considered a "positive" test. The employee will be suspended for 45 days, referred to the SAP and subject to the conditions in paragraph B below. Breath alcohol testing for all other employees with a .08 alcohol concentration or greater, shall be considered a "positive" test.

28.09 Test Results.

- A. All test results shall be treated as confidential medical records.
- B. If the results of the tests administered by the employer on the sample shows that the employee while on duty was under the influence of or drank, smoked, inhaled, or injected alcoholic beverages, non-prescription narcotics, marijuana, cocaine, PCP, or non-prescribed amphetamines, appropriate disciplinary action may be administered after the following procedure has been followed.
- C. The employee and the Union shall be given a copy of the laboratory report of the specimen sample before discipline is administered. The employee, within seventy-two (72) hours of receipt of actual notice from the MRO must request that the split sample be forwarded by the first laboratory to another independent and unrelated DHHS approved laboratory selected from a list approved by the Union for conformity testing of the presence of the drug. Failure of the Union or employee to have a second test performed shall not be used against the employee as a basis for discipline or in an arbitration proceeding. After considering the results of the second test the Employer may discipline the employee for a positive random test result, provided that any employee who tests positive for illegal use of any drug including alcohol as first offense be suspended for 45 calendar days and referred to the City's Employee Assistance Program (EAP). All referrals for rehabilitation will be to the City's EAP. Employees who are suspended must show proof of ongoing cooperation with the recommendations of the

EAP; failure to comply will result in termination.

- D. A Substance Abuse Professional shall be mutually selected by the Union and the employer. Employees who are suspended must show proof of ongoing cooperation with the recommendations of the SAP; failure to comply will result in termination.
- E. If an employee who has tested positive for drug or alcohol abuse under this policy is referred to an inpatient or outpatient treatment center, said employee shall sign a release of medical information statement and all drug test results, records of admission progress, discharge and after care will be forwarded to the Director of Administration. Records regarding rehabilitation will be kept in confidential files separate from personnel files. Said employee shall not be permitted to return to work unless the prescribed treatment program has authorized his or her return. Continued employment is dependent upon documentation of the employee's continued, successful participation in recommended after care programs and random drug testing.
- F. Employees who follow the recommendations of the counseling and rehabilitation program as established by the SAP will be required to provide a urine sample prior to their return to work from a failed drug test or for refusing to submit to a test. The employee is subject to unannounced testing the consists of at least six tests in the first 12 months following the employee's return to duty. Based on the recommendation of the SAP, the employer may continue follow-up testing for an additional four years. A second positive test will result in termination.
- G. If an employee is convicted of any drug crime, the employee is to report it to the employee's Department Head within five days of the conviction. The employee may be subject to disciplinary action and will be referred for rehabilitation.

28.10 Voluntary Assistance.

- A. Employees may request to use vacation, paid sick leave, continued disability, or medical leave of absence to voluntarily enter inpatient medically supervised rehabilitation facilities. Rehabilitation leave is subject to reasonable limitation and the Employer's insurance policy.
- B. Employees in positions outlined in safety-sensitive positions who are taking medical prescriptions must furnish to their supervisor a statement from a physician specifying the drug being taken and whether the drug will interfere with safe performance on the job. If the statement has been delivered to the employee's supervisor before receipt of drug test results, a positive finding of the prescribed drug may not necessarily be grounds for discipline.
- C. Employees occupying safety-sensitive positions who seek promotions or transfers into other safety sensitive positions will be required to submit to

drug testing as provided for in the collective bargaining agreements or mutually agreed to work rules.

- D. The policy will be implemented in a consistent, nondiscriminatory manner. Bargaining Unit employees will be provided information concerning the impact of the use of drugs on job performance. Unit employees shall be trained to recognize the symptoms of drug abuse, impairment, and intoxication. All unit employees will be informed of the causes for testing, how well the tests perform and what tests will be conducted.
- E. The Employer has established an Employees Assistance Program (EAP) for employees that will train and assist them in these matters. All City supervisors and Union representatives are required to attend at least two hours of training under this policy.
- F. All newly hired unit employees will receive the information on their initial hire date. No unit employee shall be tested until this information is provided to the employee.

28.11 Supervisor Training. Supervisors shall be trained:

- A. To recognize the symptoms of drug abuse, impairment, and intoxication and to identify the elements of determination of reasonable suspicion.
- B. To effectively and appropriately intervene in reasonable suspicion instances.
- C. To identify basic categories of drugs and their effects.
- D. To understand the methods of the employer's drug and alcohol testing procedures.
- E. To effectively and appropriately document reasonable suspicion cases.
- F. To make referrals to the City's EAP and understand the services provided.
- G. To implement disciplinary measures appropriately.

28.12 Procedures for Testing Employees.

- A. A supervisor who has reasonable suspicion that an employee is unfit for duty because the employee appears to have ingested, inhaled, or injected an illicit drug, or to have taken a prescribed drug in a manner inconsistent with the physician's direction for use, or has ingested an alcoholic beverage when reporting for or while on duty must:
 - 1. Prohibit the employee from working or continuing to work.
 - 2. Notify another supervisor or Department Head and request another person (preferably another supervisor) to observe and review the

specific objective indicators of employee conduct to confirm that reasonable suspicion exists. The employee shall not be subject to testing without the confirmation of reasonable suspicion by another witness.

3. Transport the employee, or make arrangements for transportation, to the designated medical facility identified by the Employer for testing. After testing, arrangements should be made for safe transportation to the employee's residence or a place selected by a relative or friend of the employee.
 4. Prepare appropriate documentation and take appropriate disciplinary action.
 5. If facts and circumstances warrant, the employee may be referred to the City's EAP for assistance.
- B. Supervisors are prohibited from demanding or encouraging drug or alcohol testing without reasonable suspicion. Willful disclosure of test results to persons not involved in the disciplinary procedure may merit appropriate disciplinary action, which could include discharge.

28.13 Responsibilities.

- A. Department Heads are responsible for:
 1. Notification to employees as specified in Section 5 and for training of supervisors as outlined in Section 6.
 2. Notification of the Director of Administration of any employee's work-related drug offense convictions.
- B. The Director of Administration or their designee is responsible for furnishing professional aid to departments for Section 12-A activities.
- C. The City's EAP is responsible for providing assistance to employees who choose to utilize their services. The Director of Administration is responsible for maintaining records for all examinations, tests, and results in employees' medical files and for ensuring privacy and confidentiality. Willful disclosure of test results to unauthorized persons may merit appropriate disciplinary action which may include discharge.
- D. The designated medical facility is responsible for obtaining a signed consent form from the employee, for medical examination and collection of specimens necessary for drug and alcohol testing in a designated laboratory, for arranging transportation of the specimen to the laboratory and for receiving test results in accordance with legally and medically approved procedures, methods, and techniques. Test results will be communicated to approved departmental personnel immediately upon receipt from the Lab.

E. Supervisors are responsible for documenting poor performance, for recognizing reasonable suspicion of drug or alcohol use by employees and for carrying out procedures outlined in Section 28.12 above.

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

28.15 **Legal Reference.**

Ohio Revised Code, Chapter 3719

Federal Controlled Substance Act, 21 U.S.C. 812

Drug Free Workplace Act of 1988, Public Law 100-790 (1988) Omnibus Transportation Employee's Testing Act of 1991 Department of Transportation Regulations

ARTICLE 29 - DURATION OF AGREEMENT

29.01 This Agreement is effective from July 1, 2022 through June 30, 2025. This Agreement shall continue from year to year unless a party to the Agreement gives 60 days written notice of intent to negotiate a new Agreement. In the event such notice is given to a party, the procedures for negotiations contained in Ohio Revised Code Chapter 4117 shall apply.

Agreed to by the Parties this ____ day of _____, 2022.

For the Union

For the City of North Canton

Honorable Stephan B. Wilder, Mayor

Wayne A. Boyer, Director of Law
(As to form and content)