

North Canton City Council
Personnel and Safety

RESOLUTION 03 - 2021

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

WHEREAS, the Department of Administration has completed negotiations with the Ohio Patrolmen's Benevolent Association (OPBA) (Full-Time Dispatcher and Lead Dispatcher) for a collective bargaining agreement to commence at 12:00 am January 1, 2021, and expire at 11:59pm on December 31, 2023, and

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

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

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

- Section 1. That City Council of the City of North Canton does hereby accept and approve the collective bargaining agreement between the City of North Canton and the Ohio Patrolmen's Benevolent Association (OPBA) (Full-Time Dispatcher and Lead Dispatcher) as negotiated by the Department of Administration and attached hereto as "Exhibit A".
- Section 2. That the Director of Administration has the approval of City Council to expend funds as necessary to implement this agreement as previously appropriated by Ordinance 66-2020.
- Section 3. That if a provision of this resolution is or becomes illegal, invalid, or unenforceable, it shall not affect the validity or enforceability of any other provision of this resolution.
- Section 4. That this resolution is hereby declared to be an emergency measure necessary for the preservation of the health, safety, and peace of the City of North Canton; and; further necessary for the timely implementation 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 7th day of January 2021 B.R.Y.

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

Stephan B. Wilder Signed on: January 7, 2021
Stephan B. Wilder, Mayor



COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE CITY OF NORTH CANTON
AND
THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (OPBA)
(FULL-TIME DISPATCHERS/LEAD DISPATCHER)

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

SERB CASE # 2020-MED-10-1177

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ARTICLE 1 - PREAMBLE

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

ARTICLE 2 - PROBATIONARY PERIOD

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

ARTICLE 3 - PURPOSE & INTENT

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

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

ARTICLE 4 - RECOGNITION

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

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

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

ARTICLE 5 - DUES DEDUCTION

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

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

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

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

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

ARTICLE 6 - AGENCY SHOP

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

ARTICLE 7 - MANAGEMENT RIGHTS

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

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

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

ARTICLE 8 - EMPLOYEE RIGHTS

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

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

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

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

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

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

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

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

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

ARTICLE 9 - DISCIPLINE

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

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

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

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

ARTICLE 10 - ASSOCIATION REPRESENTATION

10.01 The parties recognize that it may be necessary for an employee representative of the Union to leave a normal work assignment while acting in the capacity of representative. The Union recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain approval from the officer in charge of the shift. The Employer will not dock the pay of an employee representative for time spent during normal working hours conferring with the Employer on grievances or disciplinary matters. In addition, authorized representatives of the Union may use the facilities of the public Employer for membership or other meetings and shall be permitted to use the internal mail system or other internal communication system when properly authorized.

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

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

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

ARTICLE 11 - GRIEVANCE PROCEDURE

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

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

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

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written provisions of this agreement.

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

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

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

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

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

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

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

ARTICLE 12 - ARBITRATION PROCEDURE

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

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

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

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

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

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

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

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

ARTICLE 13 - NON-DISCRIMINATION

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

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

ARTICLE 14 - GENDER AND PLURAL

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

ARTICLE 15 - CONFORMITY TO LAW

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

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

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

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ARTICLE 16 - HOURS OF WORK

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

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

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

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

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

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

ARTICLE 17 - OVERTIME

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

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

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

17.04 Distribution of Overtime.

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

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

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