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**AGREEMENT
BETWEEN
MASSILLON F.O.P. HENDERSON LODGE
POLICE OFFICERS ASSOCIATION
AND
THE CITY OF MASSILLON, OHIO**

July 1, 2012, through June 30, 2015

***Terms of this contract shall be effective as of the date of signing**

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ARTICLE 1 - AGREEMENT/PURPOSE

Section 1.1 This Agreement entered into by the City of Massillon, hereinafter referred to as the "Employer", and Massillon FOP Henderson Lodge Police Officer Association, hereinafter referred to as the "Union", has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code, and to set forth in entirety, the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining units as defined herein.

Section 1.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or regulation from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in the Agreement. The provisions of this Agreement constitute the entire Agreement between the parties.

ARTICLE 2 - CONFLICT WITH LAW AND SEPARABILITY

Section 2.1 The parties intend this Agreement to supersede and replace any state and local laws on the subjects covered by this Agreement. Where this Agreement makes no specification about a matter, the provisions of applicable law shall prevail. If by operation of law or by a court of competent jurisdiction it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

Section 2.2 The parties agree that should any provision of this Agreement be found to be invalid, they will attempt to negotiate replacement language on the same subject matter within thirty (30) calendar days.

ARTICLE 3 - NON-DISCRIMINATION

Section 3.1 The Employer and the Union agree not to discriminate against any bargaining unit employee with respect to compensation or terms and conditions of employment, because of such individual's race, color, creed, religion, sex, age, national origin, marital status, non-disabling handicap, political affiliation, or membership or non-membership in the Union. Nothing in this Agreement shall provide any additional rights, privileges, recourse or remedy other than those already provided by State or Federal law.

Section 3.2 Where there is an alleged violation of the provisions of this Article that qualifies for appeal under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission, such matter shall not be appealable through the grievance procedure contained in this

Agreement. The Employer, the employee, and their non-employee representative shall meet in an effort to resolve the alleged violation prior to the appeal to the outside agency.

Section 3.3 All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be constructed to include male and female employees.

ARTICLE 4 - RECOGNITION

Section 4.1 The Employer recognizes the Massillon FOP Henderson Lodge Police Officers Association as the sole and exclusive representative for all regular sworn Police Officers in the City of Massillon, Ohio, holding the rank of Lieutenant and Sergeant, inclusive, (pursuant to SERB certification 99 REP 09 0201 Unit A), and all regular sworn Police Officers in the City of Massillon, Ohio, holding the rank of Patrolman, inclusive, (pursuant to SERB certification # 99 REP 09 0201 Unit B). The Union is recognized as the representative of the bargaining units pursuant to the Ohio Public Employee Collective Bargaining Act.

Section 4.2 The Union will have the right to address new probationary employees for one (1) hour during their orientation for the purpose of informing new employees of the purpose of the Union as the bargaining unit representative, and his/her rights and obligations under the collective bargaining agreement. The Union Labor President shall be granted time to conduct this orientation pursuant to Article 6.4.

ARTICLE 5 - UNION SECURITY

Section 5.1 The Employer agrees to deduct Union membership dues, fees, and assessments in accordance with this Article for all employees eligible for the bargaining units.

Section 5.2 The Employer agrees to deduct Union membership dues at least on a monthly basis from the pay of any eligible employee in the bargaining units upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee or his designee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which the dues are normally deducted following the pay period in which authorization was received by the Employer. The deducted dues will be paid to the Treasurer, Massillon FOP Henderson Lodge Police Officer Association, with the Employer providing a list of those employees for whom deductions have been made.

Section 5.3 Sixty (60) days following the beginning of employment, or thirty (30) days following the effective date of this Agreement, all employees, including employees who resign from membership in the Union after the effective date of this Agreement, shall pay to the Union, through a payroll deduction, a fair share fee. The fair share fee is automatic and does not require any employee to become or remain a member of the Union, nor shall the fair share fee exceed the dues paid by the members of the Union in the same bargaining unit. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of cost of collective bargaining, contract administration and pursuing matters directly affecting wages,

hours, and other terms and conditions of employment of bargaining unit members. The Union shall annually certify to the Employer the amount of the fair share fee. The Union shall prescribe a rebate and challenge procedure which complies with ORC Section 4117.09(C) and federal law. The Union shall notify all potential objectors of their right to file with SERB a conscientious objection because of religious beliefs. Nothing in this section shall require the City to terminate an employee who is in the process of challenging the rebate procedure.

Section 5.4 Employees shall be afforded an opportunity to withdraw their dues deduction authorization by submitting such withdrawal notice, in writing, to the Safety Director and to the Union by certified mail, registered mail, or in person within the fifteen (15) day period prior to the end of this Agreement; thereby terminating Union membership. This employee will also be subject to the fair share fee agreement as stated in this Article.

Section 5.5 The Employer shall be relieved from making individual "check-off" or fair share fee deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining units; (3) layoff from work; (4) an unpaid leave of absence; or (5) resignation by the employee from the Union.

Section 5.6 The Employer shall not be obligated to make dues deductions from any employee who, during any pay periods involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 5.7 Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement or until such employee submits a written revocation of the dues deduction authorization to the Employer or his designee.

ARTICLE 6 - UNION REPRESENTATION

Section 6.1 Non-employee representatives of the Union shall be admitted to the Employer's facility for the purpose of processing grievances, attending meetings, or for monitoring the administration of this Agreement, upon approval of the Employer or his designee. The Employer or his designee shall facilitate any necessary contact between the representative and an on duty bargaining unit member employee, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

Section 6.2 Two (2) representatives will be recognized by the City as the Union representatives in accordance with this Agreement upon receipt of a letter so identifying them and signed by the president of the Union. Other Union officers and/or officials shall be required to fulfill their Union responsibilities during off duty time.

Section 6.3 The Union may schedule meetings on Police Department property on or after 1700 hours, insofar as those meetings are not disruptive of the duties of the employees or the efficient operation of the Department. Special rank-and-file Union meetings may be held at any hour. Insofar

as is feasible, all on or off-duty Union members shall be afforded the opportunity to attend these meetings.

Section 6.4 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 City and will cooperate to keep to a minimum the time lost from work by a representative. Before leaving an assignment pursuant to this section, the representative must obtain approval from his supervisor. The City will compensate a representative at the normal rate for the time spent in good faith processing of grievances, the grievant and one (1) representative at arbitration proceedings, three (3) representatives at ten (10) hours a piece for preparing for negotiations, and at any meetings at which the City requests a representative to be present during his regular working hours.

Section 6.5 The Union shall be authorized an aggregate of ten (10) work days of paid leave per calendar year for delegates to use at any time during the year to attend Union functions such as, but not limited to, conventions, educational meetings, or conferences. Management shall make other reasonable provisions for authorizing vacation leave or personal allowance credits for employees to attend Union functions in addition to the above mentioned ten (10) days.

In addition to the ten (10) delegate days listed in this Article, the Union shall be authorized a delegate "time bank." Each year of this Agreement bargaining unit members shall be authorized to donate accrued Vacation, Compensatory, or Holiday leave time to said bank via a voucher form provided by Management. The Union may utilize such time as necessary for Union approved activities.

The Union may utilize all aforementioned provisions of this Article by having the President or his designee notify the Chief of Police as soon as practicable upon learning of the need for such leave, but not less than seven (7) calendar days prior to the commencement of said leave, and provided no more than two (2) employees from any one (1) detail are designated by the Union for said leave at any given time.

Section 6.6 Unless overtime is created, sufficient time off, not to exceed three (3) hours per man, shall be granted to any three (3) elected Officers of the Union, (being President, Vice President, Secretary, Treasurer, or three (3) Trustees), on the first Wednesday of each month, for the purpose of attending and conducting regular meetings of the Union, provided a forty eight (48) hour notice is given to the Chief of Police. Such release from duty is subject to scheduling requirements in the interest of efficient operation of the Police Department and shall not be unreasonably denied.

Section 6.7 The Union shall have use of suitable bulletin boards for the posting of Union notices of other materials. The boards shall be identified with the name of the Union and the Union may designate persons responsible therefore.

Section 6.8 One (1) copy of this Agreement shall be distributed by the Union to all bargaining unit members and three (3) copies of this Agreement will be provided by the Union to Management.

ARTICLE 7 - MANAGEMENT RESPONSIBILITIES

Section 7.1 Except to the extent otherwise limited or modified by this Agreement, the Employer retains the right and responsibilities to:

- (A) Direct and supervise the work of Police Officers.
- (B) Determine the mission of the Police Department.
- (C) Determine the size and composition of the work force.
- (D) Suspend, discipline, or discharge officers, for just cause.
- (E) Relieve officers from duty because of lack of work or lack of funds.
- (F) Take actions as may be necessary to carry out the mission of the Police Department in emergencies.
- (G) Hire, schedule, promote, demote, transfer, and assign officers.
- (H) Recruit, select, and determine the qualifications and characteristics of new employees.
- (I) Schedule or not schedule overtime as required in the manner most advantageous to the requirements of efficient government operations.
- (J) Train or retrain officers as required.
- (K) Insure that all necessary tools, facilities, vehicles, supplies, uniforms, and equipment are furnished to bargaining unit members and in the best and safest possible working condition so that the members may safely and efficiently carry out their duties.
- (L) Determine the location of its facilities, to decide the type of service it shall provide, other than the replacement of members of the Union with volunteer police, to study and /or introduce new methods of Police work, to purchase new equipment, change or eliminate existing equipment, and institute technological changes, provided the City shall not change or eliminate existing safety equipment except to upgrade existing safety equipment.
- (M) Adopt or modify reasonable rules, regulations, policies and procedures subject to Section 7.2 Proposals for the adoption of new or the amendment of existing rules, regulations, policies, or procedures shall be presented to the Labor Management & Safety Committee for consideration prior to their effective date.

Section 7.2 To the extent that any of the above Management functions are limited by the provisions of this Agreement, alleged violations are subject to the Grievance and Arbitration procedure as outlined in this Agreement.

Section 7.3 The Employer shall notify the Union in writing at least ten (10) calendar days in advance of the action of its intention to reorganize the Police Department, or to substantially modify the function of any position, or to eliminate or modify any established job classification.

ARTICLE 8 - BARGAINING UNIT MEMBER RIGHTS

Section 8.1 When a Bargaining Unit Member is under investigation for any reason by the Employer, the following minimum standards shall apply:

- (A) At the time that any bargaining unit member is notified to report for an internal investigation, and upon the Bargaining Unit Members request, he shall be provided an opportunity, within a reasonable time frame, to contact a Union Officer or Grievance Representative for the purpose of representation. The Bargaining Unit Member may request an attorney of his/her own choosing to be present in addition to or in lieu of the union representative. The Bargaining Unit Member shall designate to the investigator which individual will act as a representative and which will act as an observer. The observer may communicate in a non-disruptive manner with the representative during the investigation.
- (B) No polygraph examination shall be given unless requested or agreed to by the Bargaining Unit Member being questioned.
- (C) Bargaining Unit Members shall be informed in writing of the nature of the investigation prior to any questioning and shall be informed, to the extent known at the time, whether the investigation is focused on a criminal or Departmental charge. If the member requests it, he shall be given brief time prior to any questioning to locate and review any written documents he possesses regarding the event(s) being investigated in order to fully prepare himself to accurately and completely respond to the questioning. An Investigating Officer may accompany the member during his search and review of such documents.
- (D) A Bargaining Unit Member who is to be questioned as a suspect in an internal investigation that may lead to criminal charges against him shall be advised of his Constitutional Rights in accordance with the law.
- (E) Any interrogation, questioning, or interviewing of a Bargaining Unit Member for any internal investigation of any type will be conducted at hours reasonably related to his shift, preferably during his work hours. Interrogation sessions shall be for reasonable periods of time and time shall be allowed during such questioning for attendance to physical necessities. If

the investigation takes place when the Bargaining Unit Member is not scheduled to work, he/she shall be paid as a call out unless it is a work related telephone call, and such call shall be paid the actual time of the telephone call.

- (F) Before a Bargaining Unit Member may be charged with insubordination or like offenses for refusing to answer questions or participate in an investigation, he shall be advised that such conduct could be made the basis for a charge, except no member shall be charged with insubordination where such refusal is invoked during a criminal investigation and is premised upon his constitutional rights to self-incrimination.
- (G) When a Bargaining Unit Member is being interrogated in an internal investigation, such interrogation shall be recorded by the Police Department. A copy of the records shall be made available to the Bargaining Unit Member being questioned as soon as practicable. Questions asked of an accused Bargaining Unit Member shall relate directly to the specific complaint or matter under investigation.
- (H) Any evidence obtained in the course of internal investigation through the use of questionable procedures, such as administrative pressure, threats, coercion, or promises shall not be admissible in any subsequent disciplinary hearing. However, notification to a Bargaining Unit Member that potential corrective action could result if the Bargaining Unit Member continues to refuse to answer questions or participate in any investigation shall not be construed as administrative pressures, threats, coercion, or promises for the purposes of this Paragraph.
- (I) When an anonymous complaint is made against a Bargaining Unit Member on duty and there is no corroborative evidence of any kind, then the complaint shall be classified as unsubstantiated and the accused Bargaining Unit Member shall not be required to submit a written report. Also, when a citizen complaint is filed greater than thirty (30) calendar days after the date of the alleged event complained of, and where the complaint, if true, could not lead to a criminal charge or civil rights charge of any type due to the nature of the charge or the applicable statute of limitations, such complaint shall be classified as unsubstantiated and the accused Bargaining Unit Member shall not be required to submit a written report; but, he shall be notified orally or in writing of such claim.
- (J) Any complaint received concerning alleged misconduct by a Bargaining Unit Member who was off duty when the alleged incident occurred shall be treated the same as any complaint made by a citizen against a Bargaining Unit Member for misconduct while on duty. If criminal charges are involved, no Departmental action will be taken until a determination is made through the

courts as to his guilt or innocence; except when the charge(s) involved is/are a felony, a theft offense, or a sex offense.

The Chief shall have the right to suspend the Bargaining Unit Member, or modify his duties pending the outcome of the charge(s). If the misconduct is alleged to have been committed under color of office, then it shall be treated as on duty. Should the Bargaining Unit Member be found not guilty, the Employer shall immediately make such economic restitution as is applicable.

- (K) A Bargaining Unit Member and his non-employee representative, when one is involved, who is charged with violating Police Rules and Regulations shall be provided access to all transcripts, records, written statements, video, and audio tapes which are intended to be introduced at grievance step hearings or predisciplinary hearings. Such access shall be provided reasonably in advance of any hearing, but no later than twenty-four (24) hours prior to the hearing. Access to transcripts, records, written statements, video and audio tapes made or kept by the Bargaining Unit Member or his representatives, which are intended to be introduced at grievance step hearings or prediscipline hearings shall also be provided to the Employer reasonably in advance of any hearing, but no later than twenty four (24) hours prior to the hearing.
- (L) The Chief of Police or his designee shall be responsible for investigating all complaints, internal investigations, and Departmental charges. Prior to any disciplinary action being taken against any Bargaining Unit Member, a disciplinary hearing shall be conducted according to the provisions of Article 9.2 of this Agreement. Reasonable advance notice of a hearing date and time, as well as the charges to be heard, will be provided the Bargaining Unit Member by the Chief of Police in advance of any hearing on the charge(s). Should the Bargaining Unit Member choose to be represented by the Union representative, the dates and times of all subsequent hearings, meetings, or interrogations, shall be jointly set by the Employer and the Union Representative.

ARTICLE 9 - DISCIPLINE

Section 9.1 The tenure of every employee subject to the terms of this agreement shall be during good behavior and efficient service. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. The Employer may take disciplinary action for actions which occur while an employee is on duty, or which occur while an employee is working under the color of the Employer, or in instances where the employee's conduct violates his oath of office. Forms of disciplinary action are:

- (A) Written warning.

- (B) Written reprimand.
- (C) Suspension without pay (at the option of the employee, and with the concurrence of the Employer, accrued vacation, holivac, or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained).
- (D) Reduction in rank.
- (E) Discharge.

Section 9.2 Whenever the Employer determines that an employee may be disciplined for just cause that could result in suspension, reduction, or termination, a disciplinary hearing will be scheduled to give the employee an opportunity to offer explanation of the alleged misconduct. Prior to the hearing, the employee shall be given written specifications of the charges. The disciplinary hearing shall be completed within thirty (30) calendar days from the presentation to the employee of the written specification of charges. Any disciplinary action to be administered must be issued within forty-five (45) calendar days of the receipt of the hearing officer's response.

Disciplinary hearings will be conducted by the Safety Director or his designee. The employee may choose to:

- (A) Appear at the hearing to present oral or written statements in his defense.
- (B) Appear at the hearing and have an employee or non-employee representative of the Union present oral or written statements in his defense.
- (C) Elect in writing to waive the opportunity to have a disciplinary hearing. Failure to elect and pursue one of these three options will be deemed a waiver of the employee's right to a disciplinary hearing.

At the disciplinary hearing, the hearing officer will ask the employee or his representative to respond to the allegations of misconduct which were outlined to the employee. At the hearing, the employee may present any testimony, witnesses, or documents which he feels may be germane to the charges. The employee shall provide a list of witnesses, a copy of all transcripts, records, written statements, video and audio tapes which are intended to be introduced at a predisciplinary hearing, and the name and occupation of his representative, if any, to the Employer as far in advance as possible, but no later than twenty four (24) hours prior to the hearing. It is the employee's responsibility to notify his witnesses that he desires their attendance at the hearing.

The employee will be permitted to confront and cross-examine any witnesses called by the Employer. A written report will be prepared by the hearing officer concluding whether or not the alleged misconduct occurred. The Employer will decide what discipline, if any is appropriate. A copy of the hearing officer's report will be provided to the employee within five (5) calendar days following its preparation.

Section 9.3 Disciplinary action may be appealed through the grievance and arbitration procedure as set forth in Article 10.5. Appeals from disciplinary actions must be filed at the appropriate level of the grievance procedure within seven (7) calendar days from the receipt of the notice of discipline by the employee.

Section 9.4 Any employee under indictment or arrested for a felony shall be placed on unpaid leave of absence until resolution of the court proceedings. An employee may use accrued vacation, holiday, holi vac, or personal time during the leave. The employer shall continue to pay the employees insurance premiums during the leave of absence.

An employee found guilty by the trial court may be disciplined, up to and including discharge, unless the verdict is appealed. If an employee pursues an initial appeal, he shall not be disciplined based solely on the conviction while such appeal is pending, and may continue his insurance coverage at his own expenses. An employee may be disciplined during the pendency of the appeal for departmental rules violations.

An employee found innocent of the charges or against whom charges have been dismissed shall be paid for all lost time and shall have any vacation, holiday, holi vac, or personal time restored to his credit. However, an employee found innocent or for which charges have been dismissed may be disciplined based upon the facts underlying the criminal charge.

Section 9.5 Records of written warning shall cease to have force and effect twelve (12) months from the date of issuance. Records of written reprimand shall cease to have force and effect eighteen (18) months from the date of issuance. Any other record of discipline of any kind shall cease to have force and effect twenty-four (24) months from the date of issuance except as provided in Article 12.1 of this Agreement. Upon the employee's written request, disciplinary records which no longer have effect shall be placed in a sealed envelope within the employee's file.

Section 9.6 A Bargaining Unit Member may resign in writing of his own accord at any time subject to the following: He may resign prior to disciplinary proceedings or at any time during the hearing prior to the conclusion of the hearing. In case of such resignation, his employment record shall show a voluntary resignation.

Section 9.7 Employee counseling may be conducted and documented by a supervisor, however, such counseling will not be considered part of progressive discipline, and shall be considered non-punitive in nature.

ARTICLE 10 - GRIEVANCE PROCEDURE

Section 10.1 The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this agreement.

Section 10.2 A grievance may be filed by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such a group shall

process the grievance. Such grievance shall be defined as a group grievance. The names of each member, on behalf of which the grievance is filed, shall be made available at the first hearing. Group grievances shall be presented in the first instance to the supervisor common to all employees in the group. The grievance procedure outlined in Section 10.5 shall be used throughout.

Section 10.3 All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step.

Time limits set forth herein may only be extended by mutual agreement of the parties. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer or his designee within the stipulated time limits shall be considered to have been appealed to the next step in the grievance procedure.

Section 10.4 Written grievances must be filed on the form provided by the Union and shall contain, but not be limited to, the following information:

- (A) Date and time grievance occurred.
- (B) Description of incident giving rise to the grievance.
- (C) Articles and sections of the agreement involved.
- (D) Relief requested.
- (E) Signature of the employee.

Section 10.5 Disciplinary grievances involving suspension, reduction in rank, pay, or a discharge are to be appealed directly to Step 3 of the grievance procedure as specified in Article 9.3. All other grievances related to disciplinary action are to be filed at Step 1.

Section 10.6 The following steps shall be followed in the processing of a grievance:

Step 1. Within seven (7) calendar days of the incident or knowledge of the incident, but in no case later than thirty (30) calendar days from the actual facts, which give rise to the grievance, the aggrieved employee shall submit his written grievance to his Captain, who shall indicate the date and time of receipt of the grievance, and affix his signature to the grievance form. That Captain shall respond in writing to the grievant within seven (7) calendar days of receipt of the grievance.

Step 2. A grievance unresolved at Step 1 may be submitted by the grievant to the Office of the Chief of Police within seven (7) calendar days from receipt of the Step 1 answer. It shall be the responsibility of the Chief or his designee to

investigate the matter, hold such hearings as necessary, and to provide a written response to the grievant within fourteen (14) calendar days of receipt of the grievance. The grievant may, at his option, be represented by the Grievance Chairman and or a representative of the Union at any hearing or hearings held at this level.

Step 3. A grievance unresolved at Step 2 may be submitted by the grievant to the Office of the Mayor or his designee within seven (7) calendar days of receipt of the Step 2 answer. If the grievant desires to meet with the Mayor or his designee, the grievant or his union representative shall so notify the Office of the Mayor within three (3) working days of the time of filing at Step 3. The Mayor or his designee shall provide a written response to the grievant within fourteen (14) calendar days of such meeting, or in the event that there is no meeting requested within fourteen (14) days of the filing at Step 3.

Grievances unresolved at Step 3 may be submitted to arbitration upon request of the Union in accordance with the provisions of Section 10.7 of the Article.

Section 10.7 The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the final answer on a grievance from Step 3, the Union shall notify the Mayor, in writing, of its intent to seek arbitration of an unresolved grievance, and the Union shall also file a request to arbitrate with FMCS within thirty (30) days of the final answer from Step 3.

Section 10.8 After receipt of a request to arbitrate, the Arbitrator shall be selected in the following manner; Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of seven (7) arbitrators. The FMCS shall submit a panel of seven (7) arbitrators. The parties shall alternatively strike the names of the arbitrators until only one name remains, with the Employer striking first. Either party may once reject the list and request from the FMCS another list of seven (7) names until a mutually agreed arbitrator is selected. The fee to apply for an initial arbitration panel shall be divided evenly by the parties.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

Section 10.9 The decision of the arbitrator shall be final and binding on the grievant, the Union, and the Employer. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

The cost and fees of the arbitrator shall be borne by the losing party, except said cost and fees shall be divided equally by the parties in arbitration's appealing discipline. The expense of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter

shall be paid by the party asking for one: such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any Bargaining Unit Member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours at the day of the hearing.

The Arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the specific Articles and Sections of this Agreement, and he/she shall be without power or authority to make any decision:

- (A) Contrary to or inconsistent with or modifying or varying any way the terms of this Agreement, including the wage rates.
- (B) Contrary to, inconsistent with, changing, altering, limiting or modifying any practice, policy, rules or regulations established by the Employer so long as such practice, policy, rules or regulations do not conflict with this Agreement.

ARTICLE 11 - LABOR MANAGEMENT AND SAFETY COMMITTEE

Section 11.1 The Labor Management and Safety Committee shall consist of the President or his designee appointed by the Union, and members of Management. It is mutually agreed that this committee shall meet on a quarterly basis or as mutually agreed, after a written request from either party for the purpose of:

- (A) To disseminate general information of interest to the parties.
- (B) To give the Union Representatives the opportunity to share the views of their members and/or suggestions on subjects of interest to their members.
- (C) To discuss ways to improve efficiency within the Department.
- (D) To promote harmonious relations between the Employer and the Union in the best interest of the community.
- (E) To discuss safety and health issues of the Department.
- (F) To formulate non-binding ideas to contain insurance costs.

The party requesting such a meeting shall furnish a written agenda and the name of the representatives scheduled to attend the meeting at least five (5) working days in advance of the scheduled meeting. If the meeting is mutually agreed upon, each party shall serve the other with a written agenda at least five (5) working days in advance of the scheduled meeting.

Section 11.2 Occupational safety and health is a mutual concern of the Union and the Employer. The Union will cooperate with the Employer in encouraging employees to comply with applicable safety rules, regulations, and common knowledge safety standards of the law enforcement industry.

The Employer agrees to make every reasonable effort to provide safe working conditions for all Bargaining Unit Members.

Section 11.3 The Employer and the Union shall comply with all applicable Federal and State laws, rules, and regulations with regard to safety.

Section 11.4 All Bargaining Unit Members are responsible to report, in writing, all unsafe working conditions to the Chief of Police prior to reporting to any outside agencies. No Bargaining Unit Member shall be subject to any disciplinary action for such reporting.

Section 11.5 If the unsafe condition remains uncorrected after seven (7) calendar days, following the written report submitted to the Chief of Police, the employee may report said condition to the appropriate state and federal agencies.

Section 11.6 The Employer shall not instruct any Bargaining Unit Member to operate any equipment which anyone in the exercise of ordinary care would reasonably know might cause injury. However, if the Officer in charge at the time concludes that the equipment is not unsafe, the employee shall operate the equipment. Said officer's decision is subject to the Grievance and Arbitration procedure.

Section 11.7 The Union recognizes the right of the Employer to establish and change safety rules. Any new or changed rule(s) will be first communicated to the Labor Management and Safety Committee for discussion.

Section 11.8 All off duty members of the Labor Management and Safety Committee shall be paid the appropriate amount of release time while attending Labor Management Committee meetings.

ARTICLE 12 - SENIORITY

Section 12.1 For the purpose of this Agreement, seniority shall be defined as total continuous service in the City Police Department. Continuous service shall not be considered broken due to absence caused by military, pregnancy, injury, sick, and other city approved leaves of absence as allowed by this Agreement. The following shall cause a break in the employee's seniority: suspension for thirty (30) calendar days upheld or accepted, termination upheld or accepted, and resignation.

Section 12.2 Seniority is established first by rank and second by aggregate time served in rank. Where conflict occurs because of identical service or date of appointment, the Patrol Officer with the highest entrance level ranking or the rank officer with the highest score on the promotional list from which appointments were made is deemed to be senior. In situations requiring decision or control where the Officers are equal in rank, the senior Officer will make the decision and exercise control unless otherwise directed by a higher supervisory Officer.

Section 12.3 For vacation purposes, seniority shall be determined by the Bargaining Unit Member's date of service as listed in Section 12.1.

Section 12.4 Where a shift exists and is being run by its assigned supervisor, the assigned supervisor shall be in charge of said shift even if there is a senior Officer working on an overtime basis, unless the senior Officer is of a higher rank, at which point the senior Officer would assume command of the shift.

ARTICLE 13 - PROBATIONARY PERIODS

Section 13.1 Every newly hired employee shall be required to successfully complete a probationary period. The probationary period shall begin on the date of hire or date of successful completion of the Police Academy training, whichever is later and shall continue for a period of one (1) calendar year. A probationary employee who has lost work time due to illness or injury, a military leave, layoff, or other leave of absence shall have his probationary period extended by the length of the time lost. A new hire probationary employee may be terminated at any time during his probationary period and shall have no right to appeal of the termination under this Agreement or through the civil service provisions of the Ohio Revised Code. In all non-disciplinary matters, the probationary employee is entitled to Union representation including the Grievance and Arbitration procedure.

Section 13.2 A Bargaining Unit Member who is promoted shall be placed on a promotional probationary period for one (1) year. A promoted employee who has lost work time due to illness or injury, a military leave, layoff, or other leave of absence shall have his promotional probationary period extended by the length of the time lost. Should the promoted Bargaining Unit Member fail to satisfactorily complete the promotional probationary period he shall be returned to his original position with no loss of seniority. Said Bargaining Unit Member may challenge the demotion through the Grievance and Arbitration procedure.

ARTICLE 14 - ANTI-NEPOTISM

Section 14.1 "Relative" is defined to include spouse, child, stepchild, grandchild, parent, grandparent, brother, sister, half-brother, half-sister, uncle, aunt, niece, nephew, or the spouse of any of them. These relationships shall include those arising from adoption. Persons who are common law married or who are living together without the benefit of matrimony are also considered relatives under this provision.

Section 14.2 New employees who are related to present employees, current employees who are related at the effective date of this agreement, or employees who become related subsequent to employment may be transferred to different shifts or different assignments at the discretion of the City if it involves a supervisor - subordinate relationship. In such cases, if the subordinate is transferred it shall only be for a period necessary to comply with the requirements of this Article.

Section 14.3 It is understood that in cases where this Article is implemented, the subordinate employee shall be the individual affected.

Section 14.4 This Article supersedes any bidding or seniority provision of this Agreement.

ARTICLE 15 - MINIMUM MANPOWER

Section 15.1 There shall be one (1) Supervisor in charge, and the following minimum number of Police Officers on patrol at all times:

6:00 A.M. - 2:00 P.M. Shift: Six (6) Officers, Sunday through Saturday.

2:00 P.M. - 10:00 P.M. Shift: Six (6) Officers, Sunday through Thursday;
Seven (7) Officers, Friday and Saturday.

10:00 P.M. - 6:00 A.M. Shift: Six (6) Officers, Sunday through Thursday,
Seven (7) Officers, Friday and Saturday.

Section 15.2 Officers assigned to shifts and duties other than the three shifts given above may be counted toward the minimum manpower requirements of this article, provided their regular duties do not make them generally unavailable to assist the shift officers. Positions that are generally unavailable to assist the shift officers are School Patrol (during the school year), Detective, Court Officer, Dare Officer (during the school year), Traffic Coordinator, Transport/Jailer/Assistant Court and Utility (Property/Evidence) Officer.

ARTICLE 16 - LAYOFF AND RECALL

Section 16.1 The Employer may layoff Bargaining Unit Members within any rank or ranks as a result of lack of work or funds. In the event of a layoff, the Employer shall notify the affected employee or employees fifteen (15) calendar days in advance of the effective date of the layoff. The Employer, upon request from the Union, agrees to discuss with representatives of the Union, the impact of the layoff on Bargaining Unit Members. When a layoff occurs, the Bargaining Unit Member or Members with the least rank seniority in each designated rank shall be laid off first.

When a Member in the rank of Lieutenant is laid-off, he (or she) shall be entitled, in accordance with his Departmental seniority, to bump into the rank of Sergeant and displace the Member in that classification who has the least Departmental seniority and is junior in Departmental seniority to the Lieutenant.

If no Sergeant has less Departmental seniority than the Lieutenant, the Lieutenant shall be entitled, in accordance with his Departmental seniority, to bump into the rank of Patrol Officer and displace the Member in that classification who has the least Departmental seniority and is junior in Departmental seniority to the Lieutenant.

When a member in the rank of Sergeant is laid-off, he (or she) shall be entitled, in accordance with his Departmental seniority to bump into the rank of Patrol Officer and displace the member in that classification who has the least Departmental seniority and is junior in Departmental seniority to the Sergeant.

Section 16.2 Bargaining Unit Members who are laid off shall be placed on a recall list for a period of five (5) years. If there is a recall, Members who are still on the recall list shall be recalled, in the inverse order of their layoff. Any recalled Bargaining Unit Member requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirement within twelve (12) months of recall. Any training required in this section shall be at the Employer's expense.

Section 16.3 If any Bargaining Unit Member laid off as prescribed in this Article enters into the Armed Services of the United States, the period the Member serves therein shall not be considered in the determination of the five (5) year period for recall.

Section 16.4 When a position above the rank of Patrolman is abolished and the incumbent has been permanently appointed, he shall be demoted to the next lower rank and the least senior Bargaining Unit Member in the lower rank shall be demoted and so on down until the least senior Bargaining Unit Member has been reached, who may be laid off pursuant to this Article.

Section 16.5 Upon recall of a laid off Bargaining Unit Member his Holivac Time and Vacation Time shall be adjusted proportionately from the date of the layoff to the date of the recall by the following formulas:

Fifty-two (52) weeks minus the number of laid off weeks multiplied by two (2) hours equals Holivac Time remaining.

Fifty-two (52) weeks minus the number of laid off weeks divided by fifty-two (52), multiplied by annual vacation equals Vacation Time.

ARTICLE 17 - VACANCIES

Section 17.1 When the Employer determines that there is a position opening (vacancy) in one of the below listed categories, and the Employer intends to fill the vacancy, the following procedure shall be used:

The vacancy(s) shall be separated into one (1) of the two (2) following categories:

#1. Positions which are exempt from the bidding process which shall be filled at the discretion of the Chief of Police. These positions are:

- | | |
|--------------------------------|---------------------|
| 1) Metro | 3) Detective Bureau |
| 2) Special Investigations Unit | 4) K-9 Officer |

#2. Positions which are not exempt from the bidding process as described in this Article, which are:

- | | |
|-------------------------------------|------------------|
| 1) Traffic Bureau | 5) School Patrol |
| 2) Court Officer | 6) New Positions |
| 3) Utility Detective | 7) DARE Officer |
| 4) Transport/Jailer/Assistant Court | |

Section 17.2 When a vacancy occurs or a new position is created, it shall be posted on the Department bulletin board. Notice of vacancies or position openings shall be posted for seven (7) consecutive days, one hundred sixty-eight (168) hours, after which bids for the position(s) will be closed.

Section 17.3 Once the bidding process is complete the Chief of Police shall assign a Bargaining Unit Member to the vacant or new position(s) by choosing from the top four names submitted according to their departmental seniority. The selection of a Bargaining Unit Member from this list of four, via seniority, shall be accomplished by determining the candidate's overall ability to perform the assigned work and their departmental service record. Any candidate not selected may request in writing, a written explanation of the reason(s) he was not selected. Requests for explanation and responses to requests shall both be completed within thirty (30) days respectively.

Section 17.4 Upon completion of the bidding process, if no bids are received, the Chief of Police shall assign a Bargaining Unit Member to the posted position by using reverse Departmental seniority, excluding bargaining unit members who are in their initial (new hire) probationary period. That is, the Bargaining Unit Member with the least Departmental seniority shall be assigned to the position unless the employee is serving such probationary period.

Section 17.5 Upon accepting an assignment to a bid position that was voluntary and not assigned via reverse seniority, the Bargaining Unit Member may not bid on another position opening for one (1) calendar year from the date of acceptance of the bid position.

If a Bargaining Unit Member does not accept a bid position once it has been offered, the Chief of Police shall make a selection from among the remaining top four names submitted, according to department seniority. The member that refused the position may not bid on another position for one (1) calendar year from the date of the refusal.

Section 17.6 Should a Bargaining Unit Member request removal from a bid position, he shall make his request in writing to the Chief of Police. The Bargaining Unit Member shall remain in the bid position until replaced by another candidate through the bidding process. Upon being replaced, the Bargaining Unit Member shall return to a patrol position, according to his Departmental seniority.

Section 17.7 The Union recognizes that the Employer has the right to abolish any of the bid positions. However, should the Employer re-establish any position with a similar job description within three (3) years from the date the position was abolished, then the Bargaining Unit Member(s) that held the original position(s) shall be offered the new position(s) before they are opened for the bid process.

ARTICLE 18 - HOURS OF WORK AND OVERTIME

Section 18.1 The regular work week shall consist of forty (40) hours, five (5) consecutive days of eight (8) hours, each. During the semi-annual time changes, Bargaining Unit Members who work seven (7) hours will be paid for seven (7) hours and the Bargaining Unit Members who work nine (9) hours will be paid for nine (9) hours.

Section 18.2 A day shall be defined as a full twenty-four (24) hour period. A day shall begin with the employee's starting time, as posted on the regular posted work schedule.

Section 18.3 The following three (3) shifts shall exist for the life of this Agreement:

- 1) 6:00 A.M. to 2:00 P.M. (day shift)
- 2) 2:00 P.M. to 10:00 P.M. (afternoon shift)
- 3) 10:00 P.M. to 6:00 A.M. (midnight shift)

Section 18.4 The following list of positions shall be considered exempt from the above listed shifts for their assignment:

- | | |
|-------------------------------|-------------------------------------|
| 1) Metro | 5) D.A.R.E. |
| 2) Special Investigation Unit | 6) Traffic Officer |
| 3) Detective bureau | 7) Court Officer |
| 4) School Patrol | 8) Utility Detective |
| | 9) Transport/Jailer/Assistant Court |

Section 18.5 Shift selection shall be by seniority. The Chief of Police shall post a shift selection schedule on the bulletin board by the first week of December of each year, for the purpose of determining the availability of shifts and days off for each of the three (3) shifts for the following calendar year.

- 1) The most senior Lieutenant shall select his preferred shift and days off, followed by the next most senior Lieutenant until all Lieutenants have selected a shift and days off by seniority.
- 2) After all Lieutenants have selected their shifts and days off the most senior Sergeant shall select his preferred shift and days off, followed by the next most senior Sergeant until all Sergeants have selected a shift and days off by seniority.
- 3) After all Sergeants have selected their shifts and days off the most senior Officer shall select his preferred shift and days off, followed by the next most senior Officer until all Officers have selected a shift and days off by seniority.

Section 18.6 The following procedure shall be used for the rotation of voluntary overtime for all shifts and Bargaining Unit Members not excluded in Section 18.4 of this Article.

The Officer in Charge (OIC) of each shift shall keep a log. The log shall contain the following information:

- 1) a complete roster of those Bargaining Unit Members assigned to his shift.
- 2) a notation of the last Bargaining Unit Member who accepted or refused a voluntary overtime shift of eight (8) hours in length.

This log shall be kept for each year. After the new shift selections have been made in accordance with Section 18.5 of this Article, then a new log shall be initiated by each shift OIC for the purpose of tracking and assigning voluntary overtime for the year.

Upon establishing the log, if one of the patrol shifts is understaffed or needs an Officer to work a full eight (8) hour shift, the overtime shall be offered to the most senior Bargaining Unit Member on scheduled day off from the involved shift, who is immediately below the Bargaining Unit Member who last worked or refused the last offered overtime. (Rotation beginning with the most senior Member on the list according to rank).

If overtime cannot be filled by Bargaining Unit Members from the above shift list then the overtime shall be offered in the following order:

- 1) If the shift is short a ranking (Sergeant or Lieutenant), Officer as the OIC then the overtime shall be offered to ranking officers first, according to the ranking officers' section of the off-shift overtime log.

c)
- 2) If a shift is short other than the OIC position then the overtime shall be offered to the most senior Bargaining Unit Member who is immediately below the Bargaining Unit Member who last worked or refused the offered overtime from the roster/log of the Department.

If the overtime cannot be filled voluntarily through the above procedure then the overtime shall be filled by using reverse seniority from the preceding shift log. That is the least senior Officer shall be ordered to work the overtime. The Officer ordered to work the overtime shall not suffer a loss of his position in the voluntary overtime log as a result of the order. Inability to work the ordered overtime due to the use of authorized sick leave shall not be subtracted from the effected Member's accrued sick leave. No Bargaining Unit Member shall be permitted to work more than sixteen (16) hours in a twenty four hour period or more than seventy-two (72) hours in one week except in a declared state of emergency.

If the least senior member of the preceding shift is scheduled to work a special event that will occur during the shift that is short, then the next least senior officer shall be ordered to work over. If the least senior officer was involuntarily ordered to work the special event, then the most senior officer of the two may elect to work either the shift overtime or the special event. If the least senior officer volunteered for the special event, then the more senior officer shall work the shift.

Section 18.7 Compensation for call out time other than court time shall be for a minimum of two (2) hours paid at the overtime rate of one and one-half (1-1/2) times straight rate. Any time worked past the two (2) hour minimum shall also be paid at 1 and ½ time straight rate.

Section 18.8 Compensation for court appearances shall be for a minimum of three (3) hours paid at the overtime rate of one and one half (1-1/2) times straight rate. Any time worked past the minimum of three (3) hours shall also be paid at the overtime rate of 1 and ½ times' straight rate. Any court appearance or pretrial conference in which a Bargaining Unit Member is required, that is as a result of a police related action, shall be compensated at the rate of 1 and ½ times the regular rate of pay. In the event a bargaining unit member is required to attend more than one (1) court appearance during the three (3) hour minimum, he or she shall only be compensated for one (1) three hour period or the actual time spent if greater than three (3) hours. Disciplinary hearings are not considered court time. Civil court cases may be compensated at the rate of 1 and ½ times the Officer's straight rate at the discretion of the Employer.

Section 18.9 The overtime rate of pay is equal to the Bargaining Unit Member's bi-weekly base rate as defined by the Fair Labor Standards Act divided by eighty (80), multiplied by one and one-half (1-1/2). Call out or court time may be taken in compensatory time off or in wages at the option of the Bargaining Unit Member.

Section 18.10 Effective upon ratification of the contract, Bargaining Unit Members who are acting as Officer in Charge (OIC) of each shift shall be provided up to three-tenths (0.3) of an hour of time to set up the shift, compensated at the applicable rate.

Section 18.11 Effective upon ratification of the contract, Bargaining Unit Members who work between the hours of 2 p.m. and 6 a.m. shall be given a shift differential of \$0.50 per hour in addition to their regular hourly rate.

Section 18.12 All Bargaining Unit Members shall be required to attend a roll call/training session that shall begin ten (10) minutes prior to their designated start times as set forth in Section 18.3 and Section 18.4 compensated at the applicable rate. This section (18.12) shall expire and have no future effect on June 30, 2015.

ARTICLE 19 - TRADING TIME

Section 19.1 Bargaining Unit Members shall have the right to trade work days, when the change does not interfere with the operation of the Police Department, and provided the trade is not with an officer who is exempt as defined in Article 18.4. Bargaining Unit Members shall have the right to be relieved by another Bargaining Unit Member for any portion of the work day by verbal notification

to the Officer-in-Charge on the affected shift, provided the change does not interfere with the operation of the Police Department.

Section 19.2 Ranking Officers shall be permitted to trade time with a Patrol Officer so long as (a) another Ranking Officer is scheduled to work and (b) the non-trading Ranking Officer shall not be permitted to take any voluntary time except as provided herein. The non-trading Ranking Officer shall be permitted to use sick leave, however, any instances of sick leave use that are in excess of one (1) per year require a physician's certificate. When a Patrol Officer trades with a ranking Officer, he shall assume his department seniority pertaining to job assignments. If the ranking Officer ends up as the Officer in charge, he does not have to work the bid position.

Section 19.3 When a ranking Officer trades time with another officer and the ranking Officer is equal in rank to the shift ranking Officer, the shift ranking Officer will be the Officer in charge of the shift.

Section 19.4

The trading of days shall be deemed:

1. Voluntary by the employees affected;
2. Not at the behest or request of the City;
3. Not due to the City's business or operational needs; and
4. For the employee's desire or need to attend to personal matters.

The trading of time between employees may occur both within the duty week and from one work period to another. The period during which time is traded and paid back shall not exceed 12 consecutive months. In addition to obtaining approval, the employees affected shall provide a written confirmation of the names, dates, and times pertinent to the particular times traded, to the appropriate supervisor, or his/her designee.

ARTICLE 20 - SPECIAL EVENTS

Section 20.1 The Employer will advertise for special events, such as parades, football games, etc., for which the Police Department has sufficient prior knowledge. For purpose of this Article, Special Events are any event within the City of Massillon, which are paid directly by the Employer. Private details are any event either outside of the City or an event that is paid directly by another party. The procedure for advertising for special events shall be as follows:

- 1) The date, time, location and closing date for voluntary acceptance of overtime assignment will be posted for a period of not less than three (3) calendar days on the Department's bulletin boards. In the case of known and scheduled special events, the Employer will post these events at least seven (7) days in advance. All other special events will be posted as soon as practicable.

- 2) In the event that there are not enough volunteers to cover the special event advertised, the Employer has the right to assign off-duty Officers to cover such event by reverse seniority. However, no Bargaining Unit Member shall be ordered to work on their day off until all other eligible Bargaining Unit Members have been ordered to work. Any officer so assigned shall be directly notified by the posting supervisor or his designee of the assignment both verbally and by a written notice placed in the member's department mailbox.

Section 20.2 The Bargaining Unit Members agree that they shall be solely responsible to ensure that the proper tax withholdings are made with regards to any payment received for working private details, which do not qualify as special events pursuant to this provision.

Section 20.3 Any Bargaining Unit Member who has been assigned or has voluntarily accepted a special event assignment may not refuse to work said assignment in order to work any other offered overtime, unless prior approval is granted by the Officer in Charge of the special event.

ARTICLE 21 - POLICE MEMORIAL AND FUNERAL SERVICES

Section 21.1 In the event an "in the line of duty" death to a Police Officer occurs within a three hundred (300) mile radius of the corporate limits of the City of Massillon, two (2) delegates from the Bargaining Units shall be provided an opportunity to attend memorial and or funeral services as representatives of the City and the Union. Delegates shall also be appointed, for the purpose of attending the National Police Memorial and the State of Ohio Memorial services as representatives of the City and the Union. However, there shall be a limit of eight (8) hours called out for overtime for said services.

Section 21.2 Reasonable expenses incurred in attending the services shall be paid by the delegates. The Secretary/Treasurer of the Union will forward proof of expenses to the Safety Director. Within thirty (30) days, the City shall reimburse the Union for exactly one-half (1/2) of these expenses as its share.

Section 21.3 The City shall provide one (1) City vehicle to the delegates to attend the services, however, if a City vehicle is not available, the delegates may use their own vehicle. When a private vehicle is used, the delegate providing the vehicle will receive that portion of expenses designated as mileage at the current rate provided for private mileage by the United States Internal Revenue Service.

Section 21.4 The attending delegates will deliver a letter of condolence on behalf of the City and the Union.

ARTICLE 22 - WAGES AND COMPENSATION

Section 22.1 All salaries provided for in this Agreement shall be paid in bi-weekly installments in accordance with the attached salary schedule. The salary schedule is to become effective with the pay period closest to January 1st of each year. The parties agree that for the term of this Agreement, that the wage scales shall remain at rates set out in the January 2012 to June 2012 Agreement. Effective July 1, 2013, either party may exercise the option to reopen contract negotiations with notice to the other party no earlier than ninety (90) calendar days prior to the effective date, nor later than forty five (45) calendar days prior to the effective date. Effective July 1, 2014, either party may exercise the option to reopen contract negotiations with notice to the other party no earlier than ninety (90) calendar days prior to the effective date, nor later than forty five (45) calendar days prior to the effective date. The parties further agree that the negotiations for either of these contract reopeners shall be limited to proposals regarding Article 22 Section 1 Wages.

Section 22.2 The starting rate of pay upon initial employment to any position shall be made at the entrance rate and advancement within a pay range shall be made in accordance with this Section.

Section 22.3 When a Bargaining Unit Member returns to duty in the same grade class after separation from the Department of not more than one (1) year, which separation was not due to discreditable circumstances, such employee shall receive the step rate in the grade class at the step corresponding to the step rate received at the time of separation and shall subsequently serve there for at least such period as is normally required for advancement to the next higher step rate. If, however, the Bargaining Unit Member was employed in a grade class of B-PF, C-PF, or D-pf, at the time of his separation and his position was filled during his absence, he shall be reinstated at his former step rate but in the grade class of A-PF.

Section 22.4 On the first day of the payroll period following the anniversary date of his employment (continuous service) with the Department, each Bargaining Unit Member shall advance within the grade class to the step rate to which his years of continuous service entitle him.

Section 22.5 Salary advancements for promotions shall be made on the first day of the payroll period following the Bargaining Unit Member's promotion.

Section 22.6 The Chief of Police shall be responsible for notifying the Auditor and the Treasurer of any change in status of a Bargaining Unit Member's rate of pay in accordance with this Section.

Section 22.7 The portion of the employee contribution to the Police and Fireman's Disability and Pension Fund of Ohio equal to ten percent (10%) of the employee's earned compensation shall be picked up (assumed and paid) on behalf of the employee and in lieu of payment to the employee and by the employee, by the City of Massillon. The provisions of this paragraph shall apply uniformly to all Bargaining Unit Members, and no employees shall have the option to elect a wage increase or other benefit in lieu of the payment provided herein. The Employer shall, in reporting and making remittance to the Police and Fireman's Disability and Pension Fund of Ohio, report that each employee's contribution has been made as provided by statute. The sum paid hereunder by the

Employer on behalf of the employee, i.e., ten (10%) of the employee's earned compensation, is not to be considered additional salary or wages and shall not be treated as increased compensation and shall be deducted from gross pay. For purposes of computing the employee's earnings or basis of his contribution to the Police and Fireman's Disability and Pension Fund of Ohio, the amount paid by the Employer on behalf of the employee as his statutory obligation is intended to be and shall be considered as having been paid by the employee in fulfillment of his statutory obligation.

Section 22.8 Holiday pay, overtime pay, vacation pay, compensation pay, severance pay, and any other earned compensation shall be computed on an employee's base pay before deferrals. The City shall keep the proper records of an employee's gross pay (before deferrals) for pension purposes. Further, the City shall keep the proper records of any employee's adjusted gross pay for income tax purposes.

Section 22.9 There shall be a rank differential above the rank of Patrolman for the purpose of pay grades. The following represents said differential:

Sergeant	-	15%
Lieutenant	-	22.5%

Section 22.10 All new certified Patrolmen without prior service for the Employer shall be placed in the entry-level step for initial classification. During the period of time when a newly hired patrolman is uncertified by the State of Ohio as a police officer, the Employer shall pay such Patrolman one dollar (\$1.00) less than the entry level rate contained in the Patrolman's compensation schedule. Such reduced rate shall be paid until the uncertified Patrolman qualifies to be advanced to the entry-level step by becoming certified or for no longer than a maximum of one (1) year.

ARTICLE 23 - ACTING PAY

Section 23.1 Temporary assignments for the purpose of filling vacancies in a higher classification shall be granted by seniority on a shift basis. A temporary assignment may be refused with the permission of the Uniform Captain or the Chief of Police.

Section 23.2 In case of absence of a Lieutenant on a shift, the Sergeant will assume the Lieutenant's duties and be paid a stipend of four dollars (\$4.00) per day.

Section 23.3 In case of absence of a Lieutenant and a Sergeant, on a shift, the most senior Patrolman will assume the Lieutenant's duties and be paid Sergeant's pay in the salary bracket called for in the Patrolman's seniority. Acting pay may be paid to no more than one (1) Bargaining Unit Member per shift.

ARTICLE 24 - INJURY ON DUTY/DISABILITY PAY

Section 24.1 Any Bargaining Unit Member who takes any action(s) as a Police Officer, while in an off-duty situation, shall be considered the same as any action(s) taken by any Bargaining Unit Member involved in any on-duty situation.

Section 24.2 When a Bargaining Unit Member is disabled due to an injury received in the course of, or arising out of, his duty, said Bargaining Unit Member shall notify the City within 48 hours of discovery of the injury, and shall be paid his regular salary for up to three (3) months without the accrual of sick leave. At any time, the Bargaining Unit Member shall submit to a physical examination by a physician designated by the City to determine the extent of the injury.

Section 24.3 In the event of a contested claim, the member will be granted injury on duty pay only upon execution of a written authorization to repay the Employer in the event that the claim is finally denied as a non-work related injury or illness by either the Bureau of Workers' Compensation or an arbitration decision.

The authorization shall provide for repayment by payroll deduction in equal installments for twenty-six (26) pays or in the event that the employment is terminated prior thereto, from the final pay. The Employer reserves the right to pursue all civil remedies to collect any amounts due under this provision.

Section 24.4 After three (3) months of a Bargaining Unit Member's period of disability, the Chief of Police and the Mayor's designee may agree to extend the period of disability for up to an additional nine (9) months. Upon said agreement the Bargaining Unit Member may be ordered to submit to an examination(s) by a physician selected by mutual agreement of the parties. The only purpose of these examinations shall be to determine the duration of the disability leave extension.

Section 24.5 Any examination required of a Bargaining Unit Member pursuant to this Article shall be at the City's expense, and any required examinations shall be preceded by written notification to the member.

Section 24.6 Light or limited duty may be authorized for any Bargaining Unit Member under conditions set by the Bargaining Unit Member's physician, provided the Employer has a suitable position available.

Section 24.7 In no case shall a Bargaining Unit Member be entitled to Injury or disability pay beyond the period of his disability. The provisions of this Injury on Duty/Disability Pay Article shall be utilized prior to the affected Bargaining Unit Member utilizing his accumulated sick leave time.

ARTICLE 25 - DEATH BENEFITS

Section 25.1 Upon the death of a Bargaining Unit Member, unused sick leave, compensatory time, uniform allowance, holivac pay, degree and certification compensation, and any other earned compensation shall be paid to the employee's estate, according to Section 25.2 of this Article.

Section 25.2 Unused sick leave shall be paid according to the retirement formula. Uniform allowance, degree and certification compensation shall be on a prorated basis.

ARTICLE 26 - INSURANCES AND HEALTH COVERAGE

Section 26.1 All Bargaining Unit Members who are normally scheduled to work or who actually work a minimum of thirty-five (35) hours per week for the Police Department shall be furnished a family or single coverage hospitalization plan.

Section 26.2 Effective the signing of the Agreement, the employees covered by the group health insurance plan shall pay fifty dollars (\$50.00) per pay that shall be contributed to the base amount contributed by the City. The base for the purpose of determining health care cost economic data shall be as follows:

Base = \$915 per person per month from the City + \$50 per pay from the Employee

In the event that the overall cost of health care increases and related expenses from the initial base year, or any subsequent base year, such increase that exceeds the Base set forth above, on a per employee, per month basis shall be shared between the City and the bargaining unit member on a 50-50% basis up to Two Hundred Dollars (\$200.00) per month for the employee for the life of the Agreement.

Section 26.3 All Bargaining Unit Members shall be furnished with a fully paid life insurance policy of Fifty Thousand Dollars (\$50,000). The coverage shall provide double indemnity provisions for accidental death or dismemberment. The Employer shall provide, at no cost to the Bargaining Unit Members, this policy. Bargaining Unit Members may purchase at their own expense additional life insurance under the terms of the life policy furnished by the Employer.

Section 26.4 In the event of the death of a Bargaining Unit Member, hospitalization coverage shall be continued by the Employer for his dependents for a period of three months following the month in which the Bargaining Unit Member died, and in the event of a Bargaining Unit Member who dies in the line of duty, for a period of six months.

ARTICLE 27 - LEAVES OF ABSENCE

Section 27.1 Any Bargaining Unit Member who believes he has a justifiable reason may apply for a leave of absence, not to exceed ninety (90) days. Such leaves may be granted for good cause providing the absence will not adversely affect the efficient operation of the Police Department. Such leaves may be approved by the Chief of Police and the Safety Director.

ARTICLE 28 - SICK LEAVE

Section 28.1 Each Bargaining Unit Member shall be entitled to four and six-tenths (4.6) hours sick leave for every eighty (80) hours worked. Sick leave shall be calculated without limit.

Section 28.2 Bargaining Unit Members may use sick leave subject to the approval of the Chief of Police, and under the following qualification:

For absence due to illness, injury, exposure to contagious disease, sickness, or death in the Member's immediate family, pregnancy and/or childbirth, and other conditions related thereto.

When a Bargaining Unit Member calls in sick, unless he notifies the Shift Commander otherwise, it is assumed the Member will be off the entire shift. If a replacement has to be called in, the sick Member may not return to work that day unless the replacement agrees to work a shorter shift.

Section 28.3 For the purposes of this Article, a Bargaining Unit Member's immediate family shall be identified as follows:

Grandparent	Father-in-law	Sister-in-law
Spouse	Brother	Daughter-in-law
Brother-in-law	Mother	Mother-in-law
Grandchild	Sister	Child
Son-in-law	Father	Legal Guardian or Loco Parentis

Section 28.4 Bargaining Unit Members who have separated service with the City and are re-employed will have their previously accumulated sick leave placed to their credit upon the date of re-employment.

Section 28.5 Bargaining Unit Members may use up to five (5) personal days per year, chargeable to accumulated sick leave, with at least three (3) days but not more than ten (10) days advance notice. Personal days may only be denied if the Shift Commander cannot locate a replacement.

Section 28.6 Sick leave used for absence due to death in the Bargaining Unit Member's immediate family may be limited to five (5) days for each occurrence.

Section 28.7 When a Bargaining Unit Member retires pursuant to the rules and regulations of the Police and Firefighters Disability and Pension Fund, he shall be entitled to receive a lump sum payment as compensation for unused sick leave he has accumulated according to the following retirement formula:

Employees hired prior to November 5, 2012

Up to one hundred seventy (170) sick days at full compensation plus full compensation of forty percent (40%) of sick days in excess of one hundred seventy (170).

Any Bargaining Unit Member who has retired and has received the lump sum payment above shall not upon re-employment by the Employer be eligible for any further lump sum payment for unused sick leave.

In case a Bargaining Unit Member leaves the service of the Employer after five (5) years service, he shall be paid forty percent (40%) of his accumulated sick leave.

Employees hired on November 5, 2012 or after

Up to Five Hundred (500) hours sick time at full compensation upon retirement.

Section 28.8 Any Bargaining Unit Member may donate up to two (2) of their accumulated sick days to another Bargaining Unit Member, or other City employee's accumulated sick leave when said person, because of illness, has used up all of his available time, i.e., vacation, compensatory time, holivac, and sick time.

ARTICLE 29 - FOP DAYS

Section 29.1 Each bargaining unit member who has completed one year of service will receive four (4) FOP Days off per year.

Section 29.2 An employee who completes his first year of service after the beginning of a calendar year shall receive one (1) FOP Day for every complete three (3) month period remaining in that calendar year.

An employee who separates from the Police Department after the beginning of a calendar year shall receive one (1) FOP Day for every complete three (3) month period he works during that calendar year.

No partial time will be credited for periods of less the three (3) full months.

Section 29.3 FOP Days shall be pre-scheduled by the Chief of Police or his designee. FOP Days must be taken off and may not be turned in for pay. If an employee voluntarily works on his scheduled FOP Day, he forfeits that FOP Day. Employees may not trade scheduled FOP Days.

Section 29.4 FOP Days must be taken off in one (1) day (24 hour) increments.

Section 29.5 Only one (1) employee per shift will be permitted off on an FOP Day at one (1) time. More than one (1) employee may be permitted off on an FOP Day, so long as it does not generate overtime on their assigned shift.

Section 29.6 Effective during the term of this Agreement, employees who have completed one year of service shall accrue one (1) FOP Day off per year. An employee who completes his first year of service shall receive their FOP Day the first January after completing the first year of service. This Section (29.6) shall expire and have no future effect on June 30, 2015.

ARTICLE 30 - JURY DUTY LEAVE

Section 30.1 Any Bargaining Unit Member who is called for jury duty, (County, State, Federal, or Municipal) during any regular scheduled work day shall be excused from work for the day for which he serves, and he shall receive for each day served the difference between his regular pay and the payment he received for jury duty. The Member shall present proof of service and the amount of pay to the Chief of Police.

Section 30.2 If the Bargaining Unit Member is released from jury duty as indicated above, he shall return to work within one (1) hour if in Massillon, or within one and one-half (1-1/2) hours if in Canton, providing the Member's scheduled shift is working.

ARTICLE 31 - TRAUMA LEAVE / CRITICAL INCIDENTS

Section 31.1 Any time any Bargaining Unit Member uses force resulting in death, or serious physical harm, to a suspect, the Member shall be relieved from all duties until the determination is made by competent authority that the act was justified; however, the Member and the Employer may agree that said Member does not need to be relieved in the event that the force has not resulted in a death. Upon returning to work, the Member may be assigned to at least two (2) weeks of duty that does not require the carrying of firearms.

Section 31.2 A critical incident is defined as a situation in which a bargaining unit member uses force resulting in death or serious physical harm to a suspect, or otherwise taking a life or causing serious physical injury in the line of duty. The parties may agree that other situations may constitute a critical incident for purposes of this Article.

Section 31.3 In a critical incident situation directly involving a bargaining unit member, he/she shall not be required to make a statement within the first twenty four (24) hours, except as necessary to protect the safety or the officers and the public, and to preserve evidence, but such inquiries shall be limited to essential basic facts.

Section 31.4 In a critical incident where a weapon has been fired, the weapon will not be taken from the bargaining unit member in view of the public, unless it is necessary to maintain a proper chain of evidence.

Section 31.5 If any counseling is required as a direct or proximate result of the critical incident, the expense shall be borne by the Employer to the extent that current hospitalization does not cover. The employee has the right to pick the counselor or physician of the employee's choice, within the limits of the employee's medical insurance plan.

ARTICLE 32 - COMPENSATORY TIME OFF

Section 32.1 Compensatory time off in lieu of any overtime pay shall be granted at the option of the Bargaining Unit Member. If the Member elects to take compensatory time off in lieu of overtime pay for any time worked, such compensatory time shall be granted on a time and one half (1 1/2)

basis. Accumulated compensatory time off shall be granted to a Member upon request, following the guidelines set forth in this Article.

Section 32.2 All written requests for compensatory time off shall be granted provided the Member has given a three (3) day notice and the request is not more than ten (10) days in advance of the requested day(s) off.

Section 32.3 Compensatory time off may be granted in less than eight (8) hour increments at either end of the shift and such request shall be granted unless no Bargaining Unit Member is available to work any resulting overtime. Compensatory time off may be granted with less than three (3) days' notice at the discretion of the Shift Commander or the Officer in charge.

Section 32.4 Bargaining Unit Members may accumulate up to two hundred forty (240) compensatory hours. In the last week of May and the last week of November, the accumulated hours in excess of sixty (60) hours will be paid to the Bargaining Unit Members in the first pay in June and the first pay in December at the Members current hourly rate.

Section 32.5 Not more than One Hundred Twenty (120) hours of accumulated compensatory time may be taken as time-off in any calendar year under this Agreement.

ARTICLE 33 - HOLIVAC

Section 33.1 Each Bargaining Unit Member shall receive thirteen (13) Holivac days yearly, upon completion of one (1) year of service. Upon the completion of said year, January 1 shall be considered the anniversary date for the purpose of this section.

Section 33.2 Bargaining Unit Members may be paid for all of their Holivac days in lieu of time off if desired by the Member. Payment can be taken after June 1 of each year. By November 1, of each year, Members must notify the Chief of Police of the Member's use of Holivac for the remainder of the year. Holivac pay shall be at one and one-half (1-1/2) times the Member's hourly rate. Payment must be requested by May 1, of each year, for payment in June (first pay). Bargaining Unit Members wishing to use Holivac time can do so with the permission of the Officer in Charge of their shift, provided three (3) days notice is given, except in the case of an emergency. On cases involving less than four (4) hours of Holivac time requested, the Officer in Charge shall decide whether to call in a replacement.

Section 33.3 The Officer in Charge shall be responsible for getting a replacement officer when needed, providing three (3) days' notice is given. Requests for Holivac time off shall not be unreasonably denied.

Section 33.4 In the event replacement Officers are not available for duty or refuse to accept the overtime as a result of Holivac time requested, the shift commander shall not grant Holivac time to more Bargaining Unit Members than would permit him to retain the minimum manpower required by Article 15 of this Agreement.

Section 33.5 In the event Holivac time off has been approved by the Officer in Charge, and because of sickness, or some other emergency situation occurs causing overtime, the Officer in Charge shall order the least senior Bargaining Unit Member on the shift being relieved to work the overtime, when no volunteer is available to work the overtime.

Section 33.6 Management shall post a list of each Member's amount of Holivac time remaining for the year by April 1 of each year.

ARTICLE 34 - VACATION

Section 34.1 Bargaining Unit Members shall earn vacation leave with pay according to the following schedule:

Two (2) calendar weeks per year after the completion of one (1) full year of employment.

Three (3) calendar weeks per year after the completion of five (5) full years of employment.

Four (4) calendar weeks per year after the completion of ten (10) full years of employment.

Five (5) calendar weeks per year after the completion of fifteen (15) full years of employment.

Six (6) calendar weeks per year after the completion of twenty (20) full years of employment.

Section 34.2 Bargaining Unit Members may take earned vacation leave according to the following plans. Two (2) weeks (10 days) of earned vacation must be taken as time off, unless the Member is in his retirement year. Members with earned vacation in excess of two (2) weeks (10 days) may take the remainder in any combination of earned vacation leave and/or base pay in lieu of earned vacation leave. Vacation pay may be collected on the payday before taking vacation with notice. A retiring Bargaining Unit Member may use any combination of vacation and/or base pay in lieu of earned vacation with notice.

Section 34.3 Absence due to sickness, injury, or disability in excess of that hereinafter authorized for such purpose, may, at the request of the Member, be charged against vacation leave allowance.

Section 34.4 The Chief of Police shall keep records of vacation leave allowances, and shall schedule weekly vacation leaves by Departmental Seniority.

Section 34.5 All Bargaining Unit Members shall become eligible for vacation on or before January 1 of each year. If the completion of any Member's first year of service occurs before January 1 of the succeeding year the Chief of Police may authorize the vacation after January 1 of said year. Vacation leave shall not otherwise accumulate from year to year of this Agreement.

Section 34.6 All Bargaining Unit Members shall be entitled to full pay for such periods of vacation at their regular rate of compensation. No vacation benefits shall be paid on the basis of time and one-half (1-1/2). Each Bargaining Unit Member must schedule at least two (2) weeks of vacation in forty (40) hour segments. The Bargaining Unit Member may schedule the remainder of their vacation time, if any, in one (1) hour segments at the option of the member.

Section 34.7 If the Member elects to take vacation time off in one (1) hour segments or more, such vacation time shall be granted by his Shift Commander or Officer in Charge so long as the Member has provided three (3) days' notice, a replacement officer is available, and he is compliant with Article 45 of the Agreement.

Vacation time off may be granted with less than three (3) days notice at the discretion of the Chief or his designee based on personnel requirements and the workload.

ARTICLE 35 - POLICE OLYMPICS

Section 35.1 Any Bargaining Unit Member who qualifies for the Police National Olympics shall be given time off with pay for the day or days of the National event qualified for plus two (2) days travel time if the event is more than two hundred (200) miles away or one (1) day travel time if the event is less than two hundred (200) miles away.

ARTICLE 36 - EDUCATION ALLOWANCE

Section 36.1 Each new Bargaining Unit Member shall attend an accredited basis Police Academy in accordance with State law. The City shall pay all necessary expenses including tuition, textbooks, lodging, meals, and mileage. This basic academy shall be completed within the first year of service.

Section 36.2 Each Member shall be provided with the opportunity, upon request, to attend any or all education, certification, or re-certification programs required to maintain the present level of services provided by the Police Department. The Employer shall pay all necessary expenses including tuition, textbooks, lodging, meals and mileage. Reimbursement shall be made to the Member by the Employer after completion of courses, or the cost of said training program can be paid directly to the person or firm conducting the program.

Section 36.3 A Bargaining Unit Member who has attained the Police Specialist rating shall receive an annual stipend of Seven Hundred Fifty Dollars (\$750.00).

To attain the Police Specialist rating, the Member must successfully complete eighty (80) hours of training over and above that required in the basic training, and/or any other training received prior to appointment as a full time Officer.

In-service training mandated by the State or Federal government for all Officers to retain their commissions shall not be counted toward the Police Specialist rating.

All Bargaining Unit Member shall be provided the opportunity to receive the required training to be eligible for the stipend within two (2) years of their date of hire, or two (2) years of basic certification, whichever is most recent.

Section 36.4 Payment of the stipend shall be in semi-annual installments of Three Hundred Seventy-Five Dollars (\$375.00), payable on the first payday in June and December.

Section 36.5 All Bargaining Unit Members shall be given the opportunity to attend a fully accredited college or university to obtain a Bachelor's or Associate degree. Pursuant to a recognized law enforcement curriculum approved by the Safety Director.

Bargaining Unit Members must apply to the Chief of Police who will process the request to the Safety Director for authorization to attend schooling before each semester or quarter. The application letter must be submitted not less than twenty (20) days before the beginning of the semester or quarter. The Safety Director will send his reply to the request not later than fifteen (15) days before the semester or quarter begins.

Section 36.6 Reimbursement of tuition and textbooks shall be made to the Member by the Employer after completion of courses. The Member must receive a grade of "C" or better and receipts must be furnished upon completion in order to be reimbursed. The Member shall have the right to keep all textbooks.

Upon completion, the Bargaining Unit Member must submit a transcript of the grades and paid receipts to the Chief of Police, who along with the Safety Director will give the Auditor authority for payment. All receipts must be delivered to the Chief of Police within forty-five (45) days after the end of the semester or quarter. This statement is to include the total amount owed to the Member. A copy of any degree earned must be delivered for the Member's personnel file.

Employees who resign or are terminated from employment for just cause within three (3) years after the end of any semester, quarter or class for which they received reimbursement from the City shall repay all such reimbursement to the City as follows:

Years	Repayment
0-1	100%
1-2	66%
2-3	33%

Section 36.7 Bargaining Unit Members shall receive compensation for education according to the following scale:

\$900.00	-	annually for an Associate Degree.
\$1,800.00	-	annually for a Bachelor's Degree.

Section 36.8 These additional payments as specified shall be in addition to the Member's regular rate of pay and shall be in two (2) equal payments on the first pay in June and December, provided those qualified have attained their degree or certification at least five (5) days prior to the set date of payment. The Chief of Police and the Safety Director shall automatically authorize payment. In no case will reimbursement or compensation be granted for any studies beyond the Bachelor's Degree.

ARTICLE 37 - UNIFORM MAINTENANCE ALLOWANCE/PROTECTIVE CLOTHING

Section 37.1 Bargaining Unit Members are authorized a uniform allowance for the purchase and maintenance of Police uniforms in the sum of Six Hundred Dollars (\$600.00) per year of this Agreement. Said allowance is payable semi-annually in installments of Three Hundred Dollars (\$300.00) each in the first paydays in June and December.

The annual uniform allowance shall be increased to Nine Hundred Dollars (\$900.00) effective with the December 2000 payment. The December 2000 payment shall be a total of Five Hundred Ten Dollars (\$510.00) to account for inflation in the first half of 2000 along with the one-half (1/2) payment of the recommended increase). Effective January 1, 2001 the annual uniform allowance shall be increased to One Thousand Dollars (\$1000.00). Effective January 2002 the annual uniform allowance shall be One Thousand One Hundred Dollars (\$1,100.00).

Section 37.2 Each newly hired Bargaining Unit Member shall be entitled to an advance on his uniform allowance of Six Hundred Dollars (\$600.00) upon the date of his appointment. In the event that the new Member does not complete one (1) full year of service, then any uniform allowance advanced to him shall be refunded to the Employer.

Section 37.3 The Employer shall continue to provide the protective clothing required by the Police Department that has been provided in the past. The Employer shall continue to provide the fund of Seven Thousand Five Hundred Dollars (\$7,500.00) per year for protective clothing and equipment replacement, to replace worn out and out dated equipment, which will be determined annually by the Union Committee and the Chief of Police.

ARTICLE 38 - SEVERABILITY

Section 38.1 If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected thereby. In the event any provision herein is so rendered invalid, upon written request of either party hereto; the City and the Union will meet promptly for the purpose of discussing a mutually satisfactory replacement for such provision.

Section 38.2 This Agreement represents the entire Agreement between the City and the Union, and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the City.

ARTICLE 39 - WORKING OUT OF CLASSIFICATION

Section 39.1 To assure the orderly performance and continuity of service, the Employer may elect to temporarily upgrade Bargaining Unit Members on an acting basis to positions of a higher rank. For the purpose of this Article, it is understood that temporary upgradings may be authorized and made in order to fill or compensate for temporary position vacancies, which may exist for any reason.

Section 39.2 It is not the intent of the Employer to circumvent or avoid the normal appointment or promotion process, and therefore the Employer agrees that it shall not use the temporary upgrading for this purpose. In the same regard, the Employer shall make every possible and reasonable effort to fill position vacancies in a most expeditious manner, and to keep the need for such temporary upgradings to a minimum. However, for the purpose of this Article, it is understood that whether or not a position vacancy is to be temporarily filled shall be determined by and at the sole discretion of the Employer.

Section 39.3 The provisions of this Article shall apply to temporary position vacancies involving both bargaining unit positions, and non-bargaining unit positions which may be filled by a Bargaining Unit Member. Any Bargaining Unit Member temporarily assigned to a position excluded from the Bargaining Unit shall maintain his seniority and grievance rights within the Bargaining Unit for the period of his assignment.

Section 39.4 The selection of a Bargaining Unit Member for temporary upgrading shall be made on the basis of Rank seniority. That is, the Bargaining Unit Member with the most time in rank from the next rank lower than the rank to be temporarily filled shall be offered the temporary assignment first. No Bargaining Unit Member shall be temporarily upgraded more than one (1) rank, and all Bargaining Unit Members shall have the option to refuse temporary upgrading without prejudice when it is offered.

Section 39.5 When a Bargaining Unit Member is temporarily upgraded, he shall be eligible to receive the base rate of pay for the position to be filled, at his seniority level, for the total duration of his temporary upgrading assignment, provided that he is upgraded for at least one (1) full shift.

The pay adjustment shall in no way affect any other pay supplement, which shall be calculated using the Bargaining Unit Member's normal classification salary base.

Section 39.6 Nothing in this Article shall be construed to modify, replace, or suspend the provisions for acting pay contained in Article 23 of this Agreement.

Section 39.7 Temporary upgrading of a Bargaining Unit Member under this Articles shall not be considered to have occurred unless there has been written notice from the Employer or his designee for such temporary appointment.

ARTICLE 40 - FAMILY AND MEDICAL LEAVE

Section 40.1 This Article is intended to compliment and/or be an addition to whatever leave rights employees may have under applicable laws. Nothing in this agreement is intended to supersede the Family and Medical Leave Act. Employees may take up to twelve (12) weeks of unpaid leave of absence for the following reasons:

- (1) The birth of a child.
- (2) To receive a child for adoption or foster care.
- (3) To care for a “seriously ill” spouse, child, or parent if the parent has a serious health condition.
- (4) For the employee’s own serious health condition that makes the employee unable to perform the functions of their position.

Section 40.2 A cumulative total of twelve (12) weeks within a twelve (12) month period may be used for any or all of the four reasons listed in Section 40.1. The twelve (12) month period is measured according to the “measuring forward method.” This method measures the twelve (12) month period forward from the date any employee’s first FMLA leave begins. An employee would be entitled to twelve (12) weeks of leave during the year beginning on the first date FMLA leave is taken. The next twelve (12) month period would begin the first time FMLA leave is taken after completion of any previous twelve (12) month period. An employee may be required to substitute available earned paid leave, other than sick leave, for this type of leave. If spouses are both employed by the City of Massillon, the combined total leave time allowed for birth, adoption or care of a sick parent is twelve (12) weeks. If spouses cannot agree on time periods among themselves, the decision will be based upon the needs of the departments in which the spouses work. Workers’ Compensation leaves are also included in the allowed twelve (12) weeks.

Section 40.3 While on family and medical leave, health insurance benefits will continue for any eligible employee. Any share of the premiums normally paid by an employee continues to be the responsibility of the employee. Premiums must be received by the 25th of each month or the last business day prior to the 25th, whichever is earliest. If premium payments are more than thirty (30) days late, coverage will cease. However, coverage will be reinstated upon return to work.

Section 40.4 As soon as an employee knows of this intention to request a Family and Medical Leave, the City Safety Director must be contacted. All leaves will be arranged through the Safety Director’s Office. After each continuous four (4) week period of leave, an employee must update the Safety Director’s Office as to his/her status and intentions to return to work.

ARTICLE 41 - SUBSTANCE ABUSE

Section 41.1 Drug and Alcohol Screening

- A. Drug alcohol screening or testing shall be conducted upon a finding of reasonable suspicion.
- B. Random Testing

A percentage equal to 25 percent of the bargaining unit shall be tested for drugs annually. Considering the number of positive tests, this requirement could be reduced by the City after two years according to Federal regulations.

Regulations:

All bargaining unit members shall be subject to drug testing on an unannounced and random basis. A refusal to submit to these tests shall be presumed as a positive test, subjecting the bargaining unit member to disqualification and discipline, up to and including discharge.

Each bargaining unit member shall be in a pool from which random selection is made. Each bargaining unit member in the pool shall have an equal chance of selection and shall remain in the pool, even after the member has been tested.

A bargaining unit member shall be selected for drug testing by a computer software program. This selection process will be accomplished by the drug testing facility.

The random drug testing shall be spread through the twelve month period. The random selections should be done quarterly. The selection will occur, by the testing facility at a different time each quarter to insure against predictable selection dates.

The City shall submit a list of employees to the testing facility subject to random testing. This list shall include the employee's name, driver's license number, and their assigned random drug identification number.

The City will then notify the employee that he/she has been selected for random testing on the morning of the test. The employee shall then report immediately to the testing facility. If an employee is on previously scheduled time off on the date selected for random testing, the employee shall not have to report, and such failure to report shall not be considered a refusal. Any attempt to schedule time off after notification of the testing shall be considered a refusal.

If test results are negative, all documentation other than that required by Federal Regulations regarding the testing will be destroyed.

If the test results are verified positive, the MRO will not notify the City's designated representative of a positive test result until he has first had consultation with the member. The member shall be removed from any safety sensitive position. The member, 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 a drug. If the bargaining unit member 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 bargaining unit member will not be permitted to operate a City vehicle once the first (1st) laboratory reports a positive finding while the second (2nd) test is being performed. Any bargaining unit member testing positive for drugs in any drug test shall be disciplined with the opportunity for rehabilitation and consultation as provided in Section 41.6.

C. Procedure for Testing

1. A Supervisor who has reasonable suspicion of employee substance abuse will immediately relieve the employee from his duties and will immediately notify the Shift Commander of the reasons he suspects substance abuse. Under no circumstances will such employee be permitted to operate a motor vehicle, equipment, or other machinery or be in possession of a firearm. The Supervisor shall, before the end of the shift, complete and sign a complete report setting forth the facts upon which the Supervisor relied. The Chief or his designee will determine whether reasonable suspicion exists to warrant screening, and the determination will be based upon reliable information.
2. If the Chief or his designee determines that an employee must participate in the screening process, it will be considered a direct order. The Chief or his designee will then telephone the Medical Provider to notify them that an employee is being transported for testing.
3. A Supervisor will transport the employee to be screened directly to the Medical Provider, and the employee will remain under the observation to ensure the integrity of the screening process. The Supervisor will provide the employee transportation home after the screening process. The employee will remain on administrative leave with pay until the test results are reported to the Employer. If the test results are negative, the Chief or his designee will inform the employee of the date the employee is to resume work.

4. After an employee has been ordered to submit to substance abuse testing for reasonable suspicion, the employee shall be provided a Union representative to accompany the employee and the Supervisor to the testing site. The employee may release the Union representative if he desires. The Union shall designate names of members in adequate numbers to be used solely for the purpose of representation during substance abuse screening.
5. Except as otherwise provided herein, the cost of any substance abuse screening shall be borne by the Employer.

Section 41.2 Drug Screening Process

- A. The screening process, including collection of samples, testing methodology, screening standards, reporting of screen results, and the role of the Medical Review Officer (MRO) shall be performed in accordance with the National Institute of Drug Abuse (NIDA) Mandatory Guidelines for Federal Workplace Drug Testing Programs, as the same may be amended from time to time, and shall be performed by a NIDA certified medical facility (Medical Provider).
- B. Sample Collection. Specimen collection will occur in a medical setting and the procedures should not demean, embarrass, or cause physical discomfort to the employee. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence. The employee designated to give a sample must be positively identified with photo ID or a fingerprint prior to any sample being taken.
- C. The Medical Provider will furnish the urine sample containers pre-labeled with the employee's identification number, date and time of collection. After collection, the sample will be sealed, the chain of custody form will be completed, and the employee will be asked to confirm the information contained on the sample container and the chain of custody form by signing the chain of custody form.
- D. Testing Methodology. The Medical Provider must have a current certification from the Secretary of Health and Human Services. The testing or processing phase shall consist of a two step procedure: a.) Initial Screening Step; b.) Confirmation Step.

The urine sample is first tested using the initial immunoassay test to eliminate negative urine specimens from further consideration, and to identify the presumptively positive specimens that require confirmation or further testing. A specimen testing presumptively positive will undergo a confirmatory gas chromatography/mass spectrometry (GC/MS) test. An initial positive report will not be considered positive, rather it will be classified as confirmation

pending. Where a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than one (1) year. Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such. All results shall be evaluated by suitable trained medical or scientific personnel prior to being reported to the MRO. All test results shall be treated with the same confidentiality as other employee medical records and will be disclosed only to those administrative personnel involved in the screening, rehabilitation, or disciplinary process, unless required by law.

Section 41.3 Drug Screening Standards

The specific substances to be tested for, and the threshold substance levels that shall be considered a positive result are as follows:

DRUG	INITIAL SCREENING LEVEL	CONFIRMATION LEVEL
Marijuana Metabolites	50 ng/ml	15 ng/ml
Cocaine Metabolites	150 ng/ml	100 ng/ml
Opiate Metabolites		
Codeine/Morphine	2000 ng/ml	2000 ng/ml
6-Acetylmorphine	10 ng/ml	10 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Amphetamines		
AMP/ MAMP	500 ng/ml	250 ng/ml
MDMA/ MDA/ MDEA	500 ng/ml	250 ng/ml

Section 41.4 Drug Screening Results

- A. Negative Results. If the screen results are negative, the results will be reported in writing to the Medical Review Officer and the sample will be discarded, or pooled for use in the laboratory internal control program.
- B. Positive Results. If the results of the first screen are positive, the Medical Provider will immediately conduct a second screening using a different methodology on a different portion of the original sample. The Medical Provider will report the confirmation screen results, whether positive or negative to the MRO. Any adulterated sample, or samples otherwise tampered with, may be treated for disciplinary purposes as a positive result. If the confirmation screen results are positive, employees may request an additional screening, beyond the confirmation screening, by an NIDA approved alternate laboratory. The Employee will be solely responsible for the cost of any additional screening. For chain of custody purposes, the

sample will be transferred to the alternate laboratory, and the alternate laboratory will complete the chain of custody form.

If the confirmation screen results are positive, the Medical Provider will retain the sample for one (1) year in order to complete all additional screenings, and employee's appeals.

Section 41.5 Role of Medical Review Officer

- A. The Medical Review Officer (MRO) is a licensed physician who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's positive test results together with his or her medical history and any other relevant biomedical information. The MRO's primary responsibility is to review and interpret positive test results obtained through the drug screening program. In fulfilling these responsibilities, the MRO is to be guided by the US Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs.
- B. If any question arises as to the accuracy or validity of a positive result, the MRO should, in collaboration with the laboratory director and consultants, review the laboratory records to determine whether the required procedures were followed. The MRO will then make a determination as to whether the result is scientifically sufficient to take further action. If records from collection sites or laboratories raise doubts about the handling of samples, the MRO may deem the urinary evidence insufficient and no further actions relative to individual employee(s) would occur.
- C. The MRO must also assess and determine whether alternative medical explanations could account for any positive result. In reviewing the laboratory results, the MRO may conduct a medical interview with the employee, review the employee's medical history, or review any other relevant biomedical factors. The MRO shall also review any information provided by the employee attempting to show legitimate use of a drug. The MRO may perform limited physical examinations seeking, for example, needle tracks, in determining whether clinical signs of drug abuse are present.
- D. The MRO must ultimately determine whether some reason other than illegal drug use explains a drug positive urine. If the MRO verifies illegal drug use, the information related to the use of illegal drugs will be disclosed to the Employer.
- E. Any medical information provided to the MRO that is not specifically related to the use of illegal drugs will be treated as confidential and not disclosed. If it is determined with reasonable certainty that there is a legitimate medical or other reason to account for the positive laboratory findings, no information

will be disclosed and the test result will be reported as negative.

Section 41.6 Rehabilitation

- A. If all of the tests are positive, the Employer shall require the employee to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel. The cost of the initial program will be covered by the employee's health insurance plan, and the Employer. Any subsequent programs will be covered by the employee's health insurance plan and the employee themselves.
- B. An employee who participates in a rehabilitation or detoxification program shall be allowed to use any accumulated leave credit for the period of the rehabilitation for a period not to exceed ninety (90) days. If no such leave credit is available, such employee shall be placed on medical leave of absence without pay for a period of the ninety (90) days.
- C. Upon completion of the program and retest that demonstrates that the employee is no longer using a controlled substance or alcohol, the employee shall be returned to his position. Such employee may be subject to random testing upon return to his position for a period of one (1) year from the date of his return.
- D. Any employee in the above mentioned rehabilitation program will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.
- E. If the employee refuses to undergo rehabilitation or detoxification, or he fails to complete a program of rehabilitation, or if he should test positive at any time within one (1) year after his return to work upon completion of the rehabilitation program, such employee shall be subject to disciplinary action.

Section 41.7 Medical Release

For purposes of implementing the provisions of the Article, each bargaining unit member shall execute medical releases in order for the Employer to obtain the results of the substance abuse screening provided for in the Article. The release referred to herein shall authorize only the release of examination results pertaining to the drug or alcohol-screening test. Such medical releases shall be provided by the Employer.

Section 41.8 Alcohol Screening

- A. Screening may also be given to employees based upon reasonable suspicion to detect the presence of impairment due to alcohol during working hours. Employees are prohibited from consuming alcohol preceding any scheduled

working shift, and during any working shift, or from being otherwise impaired from alcohol. Impairment is defined as .04% or greater breath alcohol content, BAC.

- B. Alcohol testing shall be breath alcohol content (BAC) and such testing shall be given by a qualified individual who is employed by an outside agency. Testing shall be done in accordance with Ohio Revised Code Section 4511.19.
- C. If the results of the alcohol screening show that the breath alcohol content is .01% or above, the employee shall be given transportation home and must use any accumulated leave time for the remainder of the day. If the results of the test showed that the breath alcohol content is .01% or over and under .04%, no further action will be taken against the employee on the basis of the screening. If the results of the test show that the breath alcohol content is .04% or above, the Employer shall require the employee to participate in rehabilitation or detoxification as set forth in Section 41.6 of this Article.

ARTICLE 42 - WAIVER IN CASE OF EMERGENCY

Section 42.1 In case of circumstances beyond the control of the City, such as a state of emergency declared by the Sheriff or Governor, including, but not limited to, Acts of God, civil disorders, disasters, and other similar acts or emergencies, the following conditions of this Agreement shall be suspended automatically without recourse from the Union:

1. Time limits for replies on grievance;
2. Limitations on distribution of work assignments; and
3. Limitations on distribution of overtime.

Section 42.2 Notwithstanding other articles of this Agreement, the City reserves the right, during any such emergency, to assign employees to work without regard to their police employment classification, and to other work which they are qualified to perform, but the employee shall be paid at their regular hourly rate. However, police employees shall not be paid at a lower rate than the employee's rate of pay under normal working conditions according to the employees assigned job classification. The overtime compensation provisions of this agreement shall apply.

Section 42.3 The Union will have the right to petition the Mayor or his designee as to whether or not conditions exist to warrant the maintenance of emergency measures.

ARTICLE 43 - PROMOTIONS

Section 43.1 Promotional examinations in the Massillon Police Department shall be competitive and include a written examination and an assessment process.

Section 43.2 Candidates for promotion must first pass the written examination with a minimum score of seventy percent (70%) to be eligible to participate in the assessment process. After both the written examination and the assessment process have been completed, the relative weight of each component shall be computed as follows:

Sergeant	60% Written – 40% Assessment
Lieutenant	50% Written – 50% Assessment
Captain	40% Written – 60% Assessment

Section 43.3 Both the written examination and the assessment process shall be developed and administered by a provider selected by the Civil Service Commission (hereinafter referred to as the Commission). The provider shall determine the appropriate exercises to be included in the assessment process for each rank. The written exam shall be administered within ninety (90) days of a vacancy unless mutually agreed upon by the parties, and that the timeline established by the Civil Service law for administering the written test shall not be applicable.

Section 43.4 The provider selected by the Commission shall conduct the assessment portion of the process in accordance with the following guidelines:

- A. Assessors will be drawn from an area outside of Stark County and the contiguous counties of Summit, Portage, Mahoning, Columbiana, Carroll, Tuscarawas and Holmes.
- B. Assessors shall have a law enforcement background.
- C. A potential assessor will disqualify him or herself if the assessor personally knows any of the candidates.
- D. The provider shall have a procedure to address the issue of a major discrepancy in the scores assigned by the individual assessors.
- E. The representative of the provider who conducts an on-site visit to determine the appropriate assessment exercises shall not serve as one of the assessors if the assessment is conducted within six (6) months of the on-site visit.
- F. Candidates will not be identified to the assessors by name.
- G. The provider will provide candidates with notice as to the general types of exercises that will be used in the assessment.
- H. The panel of assessors shall consist of a minimum of three (3) members.
- I. There shall be no verbal or written contact, either directly or indirectly, by the Employer or any candidates, or by representatives of either, with any assessor regarding individual candidates for promotion.

Section 43.5 After the written examination has been administered, and prior to the grading of the examination papers, each candidate shall have a period of five (5) days, exclusive of Saturdays, Sundays and holidays, to review the questions, the rating keys or answers to the examination and to file any protest that he/she may deem appropriate. The protests shall be in writing and shall remain anonymous to the Commission. All protests with respect to rating keys or answers shall be forwarded to the examination provider for review and response to the Commission. The Commission shall determine whether to accept the response of the provider, and the Commission's decision shall be final. Once the Commission has made such determination, the provider will grade the examination papers and provide the answer key and the candidates' answer sheets to the Commission.

After the grading of such examination, any participant who deems his/her examination to have been erroneously graded, may appeal to the Commission within seven (7) days from the date of the mailing of the test results by the Commission, exclusive of Saturdays, Sundays and holidays. The decision of the Commission shall be final.

Section 43.6 No challenge or appeal shall be permitted for the assessment process except as provided in the last paragraph of Section 43.5.

Section 43.7 The scores of the written examination and the assessment shall be adjusted as necessary to accurately reflect the percentages called for in Section 43.2. The candidates' final score shall consist of the adjusted raw scores from the written examination and the assessment portion, plus seniority points. If there is a tie in the final score after the seniority points have been added, the tie shall be broken by determining the applicant with the most departmental seniority.

Credit for seniority shall be awarded in accordance with Sections 124.31 and 124.44 of the Ohio Revised Code. Seniority credit shall be added to the final aggregate score of the combined written examination and assessment process. Seniority credit shall be computed as of the date that the written examination is conducted.

Section 43.8 A candidate must file any challenge involving errors in computation of his or her final score with the Commission clerk no later than fourteen (14) days from the date the written notice was postmarked.

Grievances shall be restricted to issues involving computation of scores and shall not be allowed on issues related to the content of the written or oral assessment, grading of the oral assessment, or the responses to any challenges to written test questions and answers. All challenges provided in this article must be exhausted prior to the filing of any grievance. Grievances filed under this section shall begin at step three (Director of Public Safety).

ARTICLE 44 - FIELD TRAINING OFFICER

Field Training Officers as designated by the Chief or his designee shall be entitled to additional compensation in the amount of \$1.00 per hour for any hours worked as a Field Training Officer.

ARTICLE 45 - SCHEDULING OF TIME OFF

A. Definitions

An officer is on “active pay status” except when they are on regularly scheduled days off, Sick Leave pursuant to Article 28, Injury on Duty/ Disability Leave pursuant to Article 24, Layoff pursuant to Article 16, Police Memorial and Funeral Service Leave pursuant to Article 21, Administrative Leave pursuant to Article 27, Jury Duty leave pursuant to Article 30, Trauma Leave under Article 31, and Family Medical Leave pursuant to Article 40 or administrative leave.

An officer is on “paid off-duty” status when they are utilizing Compensatory Time pursuant to Article 32, Vacation Leave pursuant to Article 34, personal time, FOP days pursuant to Article 29, Police Olympic time off pursuant to Article 35 or Holivac time off pursuant to Article 33.

B. If ten (10) officers are assigned to a shift and two (2) officers are already on “paid off-duty status”, then only one additional officer in active pay status can take off under compensatory time, vacation time, personal time, FOP days, Police Olympics or Holivac time off.

C. If eleven (11) officers are assigned to a shift and two (2) officers are already on a “paid off-duty status”, then two (2) additional officers in active pay status can take off under compensatory time, vacation time, personal time, FOP days, Police Olympics or Holivac time off.

D. If twelve (12) officers are assigned to a shift and two (2) officers are already on a “paid off-duty status”, then three (3) additional officers in active pay status can take off under compensatory time, vacation time, personal time, FOP days, Police Olympics or Holivac time off.

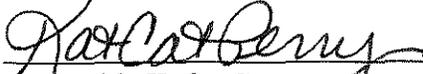
E. In the case of special circumstances or a family emergency, an officer may be granted time off at the discretion of the Chief. Approval of such leave shall not be unreasonably denied.

ARTICLE 46 - DURATION

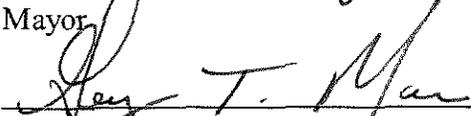
Section 46.1 This Agreement constitutes the entire Agreement between the City of Massillon and the Union and shall be in effect as of July 1, 2012, and remain in full force and effect until June 30, 2015, or until a new Agreement is signed by the parties herein.

Section 46.2 If either party desires to modify or amend this Agreement it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be duly executed this 19th day of November, 2012.



Honorable Kathy Catazaro-Ferry
Mayor



George F. Maier
Director of Public Service
and Safety



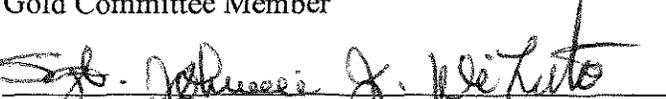
Leslie Iams Kuntz
Chief Negotiator



Ptl. James Baumgardner
Unit Chairman



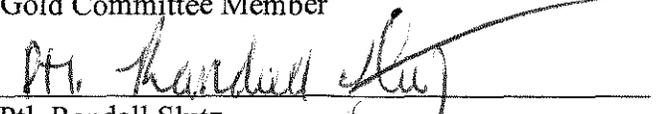
Lt. Michael Mareno
Gold Committee Member



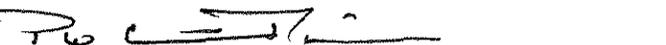
Sgt. Johnnie Diloroto
Gold Committee Member



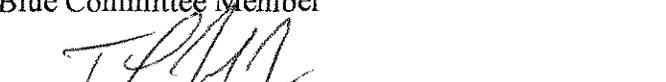
Sgt. Brian Muntean
Gold Committee Member



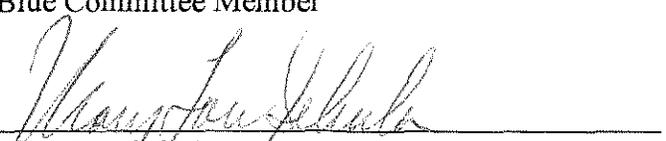
Ptl. Randall Slutz
Blue Committee Member



Ptl. Curtis Ricker
Blue Committee Member



Ptl. Timothy Anderson
Blue Committee Member



Mary Lou Sekula
Chief Negotiator

APPENDIX A – WAGE SCALE

CITY OF MASSILLON

POLICE DEPARTMENT

RANK	ENTRY	1 YEAR	2 YEARS	3 YEARS	5 YEARS	10 YEARS	15 YEARS	20 YEARS	25 YEARS	30 YEARS
Policeman	1,655.36	1,733.37	1,778.38	1,826.39	1,883.65	1,935.10	1,987.63	2,041.31	2,108.24	2,176.80
Sergeant	1,903.66	1,993.38	2,045.14	2,100.34	2,166.20	2,225.36	2,285.77	2,347.50	2,424.47	2,503.32
Lieutenant	2,027.82	2,123.38	2,178.52	2,237.32	2,307.47	2,370.49	2,434.84	2,500.60	2,582.59	2,666.58
Captain	2,151.97	2,253.38	2,311.90	2,374.30	2,448.74	2,515.63	2,583.91	2,653.70	2,740.71	2,829.84

APPENDIX B – LETTER DATED 11/18/08

** All officers Please Read before Vote **

Massillon Henderson Lodge Police Officers' Association
2 James Duncan Plaza
Massillon, OH 44646

Randall E. Shutz
President

Paul Covert
Vice President

Curtiss P. Ricker
Secretary

Johnnie J. DiLoreto
Treasurer

As you are all aware, the executive committee has been involved in ongoing negotiations with the Chief to settle the closing of the jail/Abolishment of Bid jailer positions. There are three main areas of compensation we have been discussing. The below is a clarification of these areas that you need to be aware of when we are voting on these changes.

1. Abolishment of Afternoon and midnight jailer positions/ creating of a new dayshift bid position (Transport Officer/Jailer/Ass. Court Officer)

- a. The old "jailer" position on each shift will be abolished.
- b. The City will create a new bid position (Transport Officer/Jailer/Ass. Court Officer). This position will have scheduled work days Monday through Friday and work hours from 08:30 until 16:30 hours. This job will be considered "special shift", and will not count toward minimum manpower. When this new bid job is created, the City and the Union, agree that the job is so "similar" to our existing "jailer" positions, that the current bid officers will have first chance to bid on the newly created job by seniority. If both bid officers refuse this new job, the job will be opened to all other patrol officers.

1. When these jobs are abolished, officers currently working in these jobs will be assigned to road patrol duties. Minimum manpower numbers will remain at the same levels. Dayshift: 6 officers + OIC (Mon-Sun.). Afternoons (6 officers + OIC (Mon.-Fri.)) (7 officers + OIC (Fri. and Sat.)) Midnights: (6 officers + OIC (Mon-Fri.)) (7 officers + OIC (Fri. and Sat.)).

2. FOP Days

- a. All officers will receive an extra FOP day. This gives us Four (4) for the year. The Chief has agreed to allow officers to take these days off anytime it does not create overtime. Officers may take these days off one at a time, or consecutively. These days off are permanent, not just for this year.

3. Creation of an additional weekend off position (Sat./Sun. dayshift), (Fri./Sat. afternoon & midnight shifts)

Massillon Henderson Lodge Police Officers' Association
2 James Duncan Plaza
Massillon, OH 44646

Randall E. Slutz
President

Paul Covert
Vice President

Curtiss P. Ricker
Secretary

Johnnie J. DiLoreto
Treasurer

a. This position will be made available upon reaching staffing levels of 12 officers (currently not available except at 13 officer level)

b. This position will start immediately on afternoon shift. It will not be available on dayshift and midnights until we reach the 12 man staffing levels.

1. The Chief has advised us that they have just sent out letters to hire two more officers. They both have the academy, and will start field training immediately. He also stated that has the authorization to hire 1 more, very soon. He expects that with the addition of the officer currently in training (M. Williams) and the two new hires completing training, the weekend off slots on Dayshift and Midnights will be available by the end of June, or the first of July.

c. When this slot is made available on all shifts, officers signing for them need to be aware that their days off may float. The Chief agreed that these positions would only float to days off within their shift when: Two officers have signed up for scheduled vacations, and if there is any extended illnesses/injuries. He stated that the officer would not float for training/school, or non scheduled time off (ex. Single days of vacation, FOP days, or Comp. time)

We are currently working with the Chief to work out how/when we are going to "sign up" for these new positions when they become available. Please watch the FOP bulletin board for this part of this agreement. It will be made available to you before you vote on this issue, and will become part of this agreement so you can vote on this "whole package". This will alleviate any needless grievances, and we will accept this offer on the majority of the vote.

c

Respectfully,

Randall E. Slutz
Union President

Signed @ 1335 hours on 11-14-08
Randall E. Slutz
Union President

11/18/08
Robert Wilson
Chief of Police

APPENDIX C – HEALTH INSURANCE COMMITTEE

Section 1. The parties agree to establish a Health Care Cost Containment Committee. The committee shall consist of eleven (11) members. Five (5) of such members shall be union representatives, one (1) from each of the City's departments that have bargaining units (i.e., police blue, police gold, fire, waste water & general services). These members shall be selected at the sole discretion of the bargaining unit to represent their respective units. Five (5) other such members shall be City representatives, and these members shall be appointed by the Mayor. The remaining member shall be mutually selected by the other members of the committee, and shall serve at their pleasure.

Section 2. The Health Care Cost Containment Committee shall meet at least four (4) times a year. The Committee shall select a Chairperson from the members. The Committee shall, at its first meeting, establish rules and regulations for its governance. These rules and regulations shall provide that each of the eleven (11) members shall have one vote, and that a majority vote will be controlling. These rules also must provide the following:

1. that a reasonable time frame for implementation of the findings of the committee;
2. that a quorum (2/3 of each side) must exist in order to vote;
3. that an agenda package is to be provided to Committee members at least five (5) days prior to any meeting;
4. that any presentation of information will be videotaped;
5. that any vote on benefit level changes will be done at the meeting following the meeting at which the change is proposed;
6. that provisions be made for the substitution of an alternate representative for any such member who may be unable to attend, or that provisions be made for the written submission of a proxy vote;
7. that each representative the opportunity to use any advisor or consultant it deems necessary;
8. that the Committee will investigate methods to contain the overall cost of health care, including dental, vision and prescription drug costs. The methods investigated may include, but are not limited to, reduction of benefits, scope of coverage, changes in manner of administration (managed care).
9. that the final determination as to the method utilized to contain the overall cost of health care shall be vested to and be the sole responsibility of the Committee.

Section 3. Employee contributions for the group health insurance plan will be eligible for pre-tax treatment under an Internal Revenue Service Qualified Plan in the month following the execution of this Agreement.

APPENDIX D – MEMORANDUM OF UNDERSTANDING

The City agrees that all Bargaining Unit Members will be offered the opportunity to obtain single membership to the Massillon Recreation Center without charge pending approval by the Massillon Parks Board of Directors.