



**COLLECTIVE BARGAINING AGREEMENT**

05-18-15  
14-MED-09-1266  
2218-01  
K32267

**BETWEEN**

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

**AND THE**



**CITY OF CANTON  
(SERGEANTS & ABOVE)**

**EFFECTIVE: January 1, 2015**

**EXPIRES: December 31, 2017**

## TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
Article 1 – Agreement .....	1
Article 2 – Recognition .....	1
Article 3 – Agency Shop – Dues Deduction.....	1
Article 4 – Conflict and Amendment .....	1
Article 5 – Negotiations.....	2
Article 6 – Labor Management Committee.....	2
Article 7 – Bulletin Board .....	2
Article 8 – Non-Discrimination.....	2
Article 9 – Personnel Files and Policy.....	2
Article 10 – Management Rights.....	3
Article 11 – Grievance Procedure .....	3
Article 12 – Union Business.....	5
Article 13 – Paychecks .....	6
Article 14 – Seniority .....	6
Article 15 – Printing of Agreement .....	7
Article 16 – Temporary Transfers .....	7
Article 17 – Employee Rights .....	8
Article 18 – Holidays.....	9
Article 19 – Vacations .....	10
Article 20 – Longevity Pay.....	12
Article 21 – Wages .....	13
Article 22 – Police and Fire Pension Fund.....	14
Article 23 – Uniforms.....	15
Article 24 – Attendance Bonus.....	15
Article 25 – Funeral or Bereavement Leave.....	15

**TABLE OF CONTENTS**

<b><u>Article</u></b>	<b><u>Page</u></b>
Article 26 – Mode of Payment .....	16
Article 27 – Travel Expenses Generally c.....	16
Article 28 – Terminal Pay .....	16
Article 29 – Suspensions .....	18
Article 30 – Military Service.....	18
Article 31 – Sick Leave .....	18
Article 32 – Health and Life Insurance Coverage .....	19
Article 33 – The Police Department Rules and Regulations .....	20
Article 34 – Payment for Jury Duty .....	20
Article 35 – Payment for Temporary Military Service.....	21
Article 36 – Leave of Absence .....	21
Article 37 – Injury Leave .....	21
Article 38 – Overtime.....	23
Article 39 – Pay for Sunday .....	25
Article 40 – Shift Differential.....	25
Article 41 – Extra Jobs .....	25
Article 42 – Incentives for College Education .....	26
Article 43 – Assigned Firearms .....	26
Article 44 – Drug Screening.....	26
Article 45 – Residency .....	28
Article 46 – Authorized Strength .....	28
Article 47 – Physical Fitness Training .....	29
Article 48 – Critical Incident Procedure.....	29
Article 49 – Light Duty .....	29
Article 50 – Term of Contract .....	30

**ARTICLE 1  
AGREEMENT**

- 1.1 This Agreement is made and entered into this 1<sup>st</sup> day of January, 2015 to December 31, 2017, by and between the City of Canton, Ohio (hereinafter referred to as the "Employer") and the Fraternal Order of Police, Lodge No. 2, Ohio Labor Council (hereinafter referred to as the "Union"). This Agreement is made for the purpose of promoting cooperation and harmonious relations between the Employer and the Union.

**ARTICLE 2  
RECOGNITION**

- 2.1 The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time personnel employed in the Canton Police Department who hold the rank of Sergeant or above. Excluded from this bargaining unit are the Chief of Police of the City of Canton and any person holding the rank of Deputy Chief in the Canton Police Department.

**ARTICLE 3  
AGENCY SHOP- DUES DEDUCTION**

- 3.1 All members of the bargaining unit, as identified in Article 2 of this Agreement, shall either (1) maintain their membership in the Union, (2) become members of the Union, or (3) pay a service fee to the Union in amount which may not exceed the annual dues for membership in the Union, as a condition of employment, all in accordance with Ohio Revised Code Section 4117.09.
- 3.2 The City agrees to deduct the Union dues or service fee from any member of the bargaining unit who provides written authorization to the City. The Union shall furnish said written authorization forms. The Union agrees to indemnify the City and hold it harmless against any and all claims, demands, suits, or other liability that may arise by reason of any action of the City in complying with the provisions of this Article.

**ARTICLE 4  
CONFLICT AND AMENDMENT**

- 4.1 Should any provision or provisions of the Agreement be rendered invalid by operation of law or be declared invalid by a tribunal of competent jurisdiction, or found to be in conflict with State and Federal laws, all other provisions of the Agreement shall remain in full force and effect.
- 4.2 Should any provision or provisions of this Agreement be invalidated as outlined above and upon written request by either party, the parties shall meet within thirty (30) days for the sole purpose of considering and/or renegotiating the impact of an invalidated provision or provisions.
- 4.3 This Agreement may not be amended during its term except by mutual agreement. Either party may propose an amendment or amendments by so certifying in writing to the other party. Negotiations on the proposed amendment or amendments shall commence within thirty (30) days of such notification. If no settlement is reached, the provisions of the Agreement shall remain in effect.

**ARTICLE 5  
NEGOTIATIONS**

The Union and the Employer agree to engage in collective bargaining, as that term is defined in Chapter 4117 of the Ohio Revised Code, over wages, hours, terms and other conditions of employment and the continuation, modification or deletion of an existing provision in this collective bargaining agreement.

**ARTICLE 6  
LABOR MANAGEMENT COMMITTEE**

- 6.1 To provide for a better means of communication and understanding between the Union and the Employer, the Union will designate participants and thereafter participate in the Mayor's Police Policy meetings, which will be scheduled at least once per month.
- 6.2 Individual grievances will not be a subject matter for discussion at these meetings.
- 6.3 Either party may submit a written agenda at any time prior to the scheduled meeting for the purposes of providing advance notice and, therefore, a more meaningful discussion.

**ARTICLE 7  
BULLETIN BOARD**

- 7.1 There shall be established and maintained for the duration of this Agreement a Union Bulletin Board on the station premises. It shall be an enclosed and secure structure with a clear glass front. It will be available to authorized Union representatives to post notices of a general and business nature for the Union membership and other department employees who have an interest. The bulletin board will be provided and maintained by the Union.

**ARTICLE 8  
NON-DISCRIMINATION**

- 8.1 The parties agree that neither the Employer nor the Union shall discriminate against any individual on the basis of his/her membership or participation in lawful Union matters. Both parties further agree that equal opportunity will be provided to all department employees regardless of race, color, creed, age, sex or national origin and disability.

**ARTICLE 9  
PERSONNEL FILES AND POLICY**

- 9.1 The employee shall be permitted to review all of their personnel files maintained by the Police Department, including closed files maintained by internal affairs, during normal business hours, depending upon the availability of the keeper of the respective records, this may take place at the time of the request, but in no case shall the employee be required to wait more than five (5) days from the time of his/her request.
- 9.2 Verbal and written reprimands more than one (1) year old shall, at the employee's written request to the Chief of Police, be removed from the employee's file(s), and referred to the Record Retention and Destruction Committee, provided there has not been a violation of a similar offense within that time frame.

- 9.3** Violations which resulted in a suspension of three (3) or less days that are more than two (2) years old, shall be removed under the same conditions as set forth in paragraph .2 of this Article.
- 9.4** Violations which resulted in a suspension of more than three (3) days and less than one hundred eighty (180) days that are more than five (5) years old, shall be removed under the conditions set forth in paragraph .2 of this Article.
- 9.5** Files removed and destroyed under the above circumstances shall not be used against the employee in any future disciplinary proceeding.
- 9.6** Should an employee, upon review of his/her file, come across material of a negative or derogatory nature, said employee may provide a written and signed comment in rebuttal, mitigation or explanation of said material, which comment shall remain in the employee's file so long as the negative material remains.
- 9.7** When an employee is charged with or is under investigation for contended violations of departmental rules and regulations, reasonable efforts consistent with applicable law, shall be made to withhold publication of the employee's name and the extent of the disciplinary action taken or contemplated until such time as a final inter-departmental ruling has been made and served upon the employee.
- 9.8** Release of photographs or personal information about any employee in relation to departmental matters shall not be provided to any news or related services without the prior consent of the subject employee, unless otherwise provided by law.

## **ARTICLE 10 MANAGEMENT RIGHTS**

- 10.1** The employer's management rights under the Agreement shall be defined by Chapter 4117 of the Ohio Revised Code and shall not conflict with any provision of this Agreement.

## **ARTICLE 11 GRIEVANCE PROCEDURE**

- 11.1** A grievance is defined as any disagreement or dispute between the Employer and the Union, or between the Employer and any employee or group of employees, regarding the meaning, application, interpretation or violation of any term of this Agreement or of any written practice or regulation. A grievance may be initiated by the Union, by an affected employee or by a group of affected employees.
- 11.2** No employee shall be suspended, demoted, reduced in pay or position, terminated, removed, reprimanded, disciplined in any manner, or denied any professional advantage without just cause. The parties acknowledge that all discipline imposed upon employees shall be subject to the grievance and arbitration procedures in this Article.

**11.3** Grievances shall be processed in accordance with the following procedures:

**STEP ONE**

The grievant shall discuss his/her grievance with his/her shift or bureau commander. The discussion shall center around the general nature of the grievance and the remedy the grievant is seeking. The shift or bureau commander, within three (3) days of the discussion, shall submit a written response to the grievant and the Chief of Police.

**STEP TWO**

If the grievance is not resolved at Step One, the grievant shall present the grievance to the Chief of Police within ten (10) working days from the receipt of the written response of the shift or bureau commander. The grievance shall be presented in writing and shall be signed by the grievant. Upon receipt of the written grievance, the Chief of Police shall confer with the Union and the grievant before making a determination. The Chief of Police shall render a decision in writing within seven (7) working days of receipt of the written grievance. The written decision of the Chief of Police shall be provided to the Safety Director, the shift or bureau commander, the grievant and the Union.

**STEP THREE**

If the grievance is not resolved at Step Two, the grievance shall be presented to the Union screening committee for review and a determination as to whether further action should be taken. The Union shall have the sole authority to determine whether a grievance should be processed beyond Step Two of this grievance procedure. If the Union decides to institute further appeal, the grievance shall be filed with the Safety Director within ten (10) working days of its receipt from the Chief of Police. Within ten (10) working days of the receipt of this grievance, the Safety Director, or his designee, shall schedule a hearing with the Union and the grievant. The Chief of Police, the bureau or shift commander, the grievant and the Union shall be notified of this hearing and shall have an opportunity to appear and present their positions and arguments. The Safety Director shall issue a written decision within five (5) working days after this hearing. Copies of the decision shall be provided to the Chief of Police, the shift or bureau commander, the grievant and the Union.

**STEP FOUR**

If the grievance is not resolved at Step Three, the Union, may within thirty (30) days of receipt of this decision made by the Safety Director or his designee, request that the grievance be submitted to final and binding arbitration. The request to arbitrate shall be made in writing and submitted to the Safety Director. Within ten (10) days after the request for arbitration has been submitted to the Safety Director, the Union and the Safety Director, or his designee, shall jointly notify the Federal Mediation and Conciliation Services and request a list of arbitrators. An arbitrator shall be selected by mutual agreement of the parties, or, if no agreement can be reached, by each party alternately striking one (1) name from the list until only one (1) name remains. The party to strike the first name from the list shall be chosen by lot or similar method.

The arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. Except as otherwise provided herein, the Employer and the Union each shall be responsible for one-half (1/2) of the costs of the arbitration proceedings.

Any bargaining unit member called as a witness in any arbitration proceeding shall receive his or her regular rate of pay for time lost due to attendance at those proceedings. However, the Employer may request the arbitrator to determine whether the Union's issuance of subpoenas to witnesses was frivolous or purposely intended to inconvenience and harass the Employer. If the arbitrator so finds with respect to any witness or witnesses, the Union shall be responsible for that witness or those witnesses' regular rates of pay for attending the arbitration proceedings.

The decision of the arbitrator shall be final and binding on the Employer, the Union and the grievant(s). The arbitrator shall have no authority to add to, subtract from or modify any of the provisions of this Agreement.

- 11.4 When a grievance involves an action by the Employer that is directed to the bargaining unit as a whole, or is of general nature and applicable to two (2) or more bargaining unit members, the Union may initiate a grievance directly at Step Two of the grievance procedure.
- 11.5 When a grievance involves an action by the Employer other than discipline, the Union may notify the Safety Director of the grievance and may request that the order or practice being grieved be suspended pending the resolution of the grievance. The Safety Director shall have the sole discretion to suspend the challenged action pending the resolution of the grievance.
- 11.6 If the City does not respond to a grievance in accordance with the time limits in this article, the grievance shall be deemed denied and the grievance shall automatically progress to the next step of the procedure. If the Union does not timely request that a grievance proceed to the next step in the grievance procedure, the grievance shall be deemed withdrawn. The time limits appearing in this grievance and arbitration procedure may be mutually extended by agreement of the parties.
- 11.7 The term "days", as used in this grievance and arbitration procedure, shall not include Saturdays, Sundays, and holidays.

## **ARTICLE 12 UNION BUSINESS**

- 12.1 The President of the Union shall be permitted to utilize unlimited time off from duty, with full regular pay, for the conduct of any Union business. The Union President shall notify the Chief or Deputy Chief in writing at least forty-eight (48) hours in advance prior to utilizing time for Union business, whenever feasible, in order to permit scheduling. The written communication shall include the President's name, employee number, department number, police division to which he is assigned, name of his immediate supervisor, list the shift and scheduled work hours he expects to be absent from work, number of Union hours to be charged, and a general description of the Union Business the President expects to be engaged in. Due to the unavailability of the President of the Union for reasons of vacation, sickness, injury, or scheduling conflict the President may designate an officer or other representative of the Union other than himself to attend to Union business, without loss of pay.

- 12.2** Up to three (3) members of the negotiating committee shall be allowed reasonable time off to participate in collective bargaining meetings with the City without loss of pay and at no cost of overtime to the City.
- 12.3** The City will allow up to two hundred (200) hours of time in National Convention years and one hundred sixty (160) hours of time in non-National Convention years to be used by bargaining unit members other than the President for the purpose of attending training seminars or conducting Union related matters.

### **ARTICLE 13 PAYCHECKS**

- 13.1** Paychecks shall be issued every other week by 3:30 p.m. on Thursday. The Auditor shall attempt to make paychecks available by 8:00 a.m. if conditions are conducive to the issuance. No requests for early checks shall be honored. Vacation paychecks may be requested in advance pursuant to Article 19, Section 5.
- 13.2** The paychecks shall show the number of hours worked, both regular and overtime. The Police Department shall not issue a paycheck to any person other than the named payee unless the person picking up the paycheck presents written authorization signed by the payee.

### **ARTICLE 14 SENIORITY**

- 14.1** "Departmental seniority" shall be determined by computing an employee's continuous years of service, or fraction thereof, with the Employer, regardless of whether that service is in a classification(s) that is not covered by this agreement. "Rank seniority" shall be determined by computing an employee's continuous years of service, or fraction thereof, with the employer, in classification(s) that are covered by this Agreement.
- 14.2** (a) No bargaining unit member shall be laid off unless the City establishes a clear financial justification for the layoff. The City shall utilize attrition prior to making any layoffs. No bargaining unit members will be laid off before a patrolman with less departmental seniority is laid off. All layoffs within the bargaining unit shall be made in accordance with rank seniority, the least senior employee in each classification being laid off first. Employees shall have displacement or "bumping" rights, based upon rank seniority, in all lower classifications. Any bargaining unit member that will actually be laid off shall have the right to request and receive a voluntary demotion to the classification of Patrolman A. Such bargaining unit member shall retain all recall rights as provided in this Section.
- (b) Bargaining unit members who are laid off or demoted under this Section shall have indefinite and unlimited recall rights. However, bargaining unit members demoted due to discipline shall have no recall rights. Recalls shall be in inverse order of the layoff or demotion. No person shall be hired in or promoted to a bargaining unit position while there are bargaining unit members on layoff or on voluntary demotion.

**14.3** (a) **ASSIGNMENT POSTING:** When there is a vacancy in an existing assignment, or new assignment within the Police Department, with the exception of a maximum of four (4) positions which shall be exempt and filled at the discretion of the Chief of Police and the Chief of Police determines to fill in the position, employees of the proper rank desiring to bid on such assignment may do so as follows:

- (1) Notice of vacancy or new assignment shall be posted for ten (10) working days.
- (2) Employees of the proper rank desiring to bid on such assignment shall sign up in the Police Personnel Office.
- (3) Each employee who bids, but is not selected shall receive a written notification within ten (10) working days of the selection listing the reasons why such employee was not selected.

(b) **SELECTION CRITERIA:** In making the determination to fill vacant positions, the Police Chief shall utilize rank seniority. All positions shall be bid annually, with the exception of Gang Task Force which shall be bid bi-annually, effective the first Sunday in March.

- (1) The Chief of Police agrees to meet with a representative of the Union Executive Board prior to February 1 of each year to discuss bid selections for the upcoming year. The Chief will then establish the selection list. Once the bid selections are established they can only be changed when the following years bid selections are established or prior to that, by negotiation with the Union.

(c) **NO BIDS RECEIVED:** In the event a position becomes available and no applications or bids are received, the officer with the least seniority in that rank, regardless of current assignment will be assigned to fill the open position.

**14.4** The grievance and arbitration procedures under this Agreement shall be used to resolve all disputes arising under this Article.

## **ARTICLE 15**

### **PRINTING OF AGREEMENT**

**15.1** The City of Canton shall pay for the printing of this Collective Bargaining Agreement, to include making sufficient copies for all members of the bargaining unit. This Agreement shall take precedence over any other agreement, booklet or understanding that purports to define wages, hours, or other terms and conditions of employment. All of the agreements reached have been reduced to writing herein.

## **ARTICLE 16**

### **TEMPORARY TRANSFERS**

**16.1** Temporary transfers will be limited to a maximum of sixty (60) calendar days unless extended by mutual agreement between the Union and the Chief of Police.

## ARTICLE 17 EMPLOYEE RIGHTS

**17.1** In the course of investigation of complaints filed against officers either by citizens, other officers or supervisors, concerning matters which may result in either criminal charges or internal disciplinary actions being filed against an officer, the officer shall be afforded the rights set forth in General Order Unit Number 40, Complaints of Police Misconduct, as follows:

- (a) **Complaint Investigation in General**
  - (1) An accused officer shall be notified of the complaint and initiation of an investigation unless circumstances or orders indicate otherwise.
  - (2) In determining the veracity of the complaint, an accused officer may be summoned in writing to appear for an interview with the Investigating Officer.
  - (3) The interview will be conducted at a reasonable hour, preferably when the accused officer is on duty or during daylight hours unless the gravity of the complaint warrants otherwise.
  - (4) The interview shall be for a reasonable period of time, allowing for personal necessities and rest when necessary and within reason.
  - (5) The questions asked of the accused officer shall relate directly and narrowly to the specific complaints under investigation.
  - (6) The accused officer shall not be required to waive immunity from prosecution.
  - (7) The investigating officer may also employ the following techniques to acquire evidence:
    - (aa) Physical characteristic evidence test
    - (bb) Search of the Officer's locker or desk.
  - (8) The accused officer shall be advised that evidence obtained in this manner will not be used against him in any criminal prosecution which may arise from the incident.
- (b) **Criminal Investigations**
  - (1) If the filing of criminal charges is contemplated or if the officer becomes a suspect of a criminal act during the interview, the Investigating Officer shall advise:
    - (aa) The nature of the charges.
    - (bb) That the Chief of Police may relieve him of duty pending a hearing.
    - (cc) His right to remain silent and that anything he may say can, and will, be used against him in court.
    - (dd) Allow the accused time to obtain counsel to be present during the interview.
    - (ee) His right to cease answering questions and invoke his Constitutional rights at any time.
  - (2) Any criminal investigation of an accused officer shall conform to established Constitutional principles.
- (c) **Internal Disciplinary Investigations**
  - (1) In cases where the interview is conducted only for internal disciplinary purposes, the following procedure will apply:
    - (aa) The accused officer shall be advised of the nature of the investigation prior to any questioning.

- (bb) The accused officer shall be advised that all questions are to be answered fully and truthfully.
  - (cc) The accused officer shall be advised that failure to cooperate fully can be the basis of a separate disciplinary action.
  - (dd) Use of Polygraph:
    - (i) Only an Internal Affairs Investigator with permission of the Chief, can request an officer to take a polygraph examination.
    - (ii) The officer will not be requested to submit to a polygraph examination unless the complainant takes one.
    - (iii) The accused officer may refuse to submit to a polygraph examination and such refusal shall be inadmissible in any civil or criminal proceedings.
- (d) Civil Liability
- (1) Any member who is named as a party to any lawsuit or any other type of litigation as a result of the appropriate discharge of duties as an employee of the City, while acting within the scope of his employment, shall be held harmless by the City. The City shall absolve the employee of liability including, but not limited to related financial costs, court costs, witnesses fees, lost time and reasonable legal fees as a result of such action, provided the employee notifies the City Law Department in a timely manner.
  - (2) Punitive damages shall not be reimbursed.

## ARTICLE 18 HOLIDAYS

### 18.1 The official paid holidays of the City are:

January 1, known as New Year's Day  
 The third Monday in January, known as Martin Luther King, Jr. Day  
 The third Monday in February, known as President's Day  
 Good Friday  
 Easter Sunday  
 The last Monday in May, known as Memorial Day  
 July 4, known as Independence Day  
 The first Monday in September, known as Labor Day  
 November 11, known as Veteran's Day  
 The fourth Thursday in November, known as Thanksgiving Day  
 The fourth Friday in November, known as the day after Thanksgiving Day  
 December 25, known as Christmas Day

Police officers may substitute, in lieu of taking Good Friday, Easter Sunday or Christmas Day as a paid holiday, three (3) other religious or sacred days in the course of the year in place of three (3) of the above traditional Christian holidays. Police Officers shall exercise this option by selecting and submitting the alternative religious or sacred days in writing to their Commanding Officer no later than March 1 of each year.

Employees in the classification of sergeant, lieutenant and captain shall be entitled to one (1) additional holiday, to be known as a personal vacation day, the date of which shall be chosen by the employee, subject to approval of the Chief of Police or his designee.

**18.2** Employees in the classification of sergeant, lieutenant and captain who work a holiday shall be entitled to two hundred-fifty (250%) percent of their base pay or twelve (12) hours compensatory time.

In the event that an employee is scheduled off during a holiday, or a holiday falls within the vacation of an employee, he shall be entitled to eight (8) hours of his regular salary or eight (8) hours of compensatory time. In the event that an employee is on sick leave during a holiday, he shall not be entitled to any additional compensation or compensatory time. An employee on injury leave shall be entitled to eight (8) hours of regular pay or eight (8) hours of compensatory time for holidays that fall within the injury leave time period. All employees shall be given the option to work six (6) of the existing twelve (12) holidays.

**18.3** Any officer that is held over or works a scheduled day off on an official holiday will be compensated as stated in this article.

## **ARTICLE 19 VACATIONS**

**19.1** Bargaining unit members hired prior to April 1, 1982, shall be entitled to vacations according to the following schedule:

<u>Anniversary Date (Years)</u>	<u>Period of Vacation (Weeks)</u>
3 through 5	2
6 through 10	3
11 through 15	4
16 through 20	5
21 through 25	6
26 through 30	7
31 through 35	8
36 through 40	9
41 through 45	10

**19.2** Bargaining unit members who are hired on or after April 1, 1982, shall be entitled to vacation according to the following schedule based on completed years of service:

<u>Anniversary Date (Years)</u>	<u>Period of Vacation (Weeks)</u>
1	1
2 through 5	2
6 through 10	3
11 through 15	4
16 through 20	5
21 and over	6

**19.3** For the purpose of administering the aforesaid vacations, the work week shall be Monday through Friday, and all days included therein shall be deemed work days.

- 19.4** The City shall schedule vacations to conform to operating requirements meeting the employee's desires where practicable. Vacation shall be taken in increments of five (5) working days. Smaller increments can be taken with approval of the police officer's commanding officer. Increments of less than one-quarter (1/4) hour shall not be taken.
- 19.5** The entire vacation paycheck due and payable to a full-time City employee during this scheduled vacation period shall be paid in advance immediately preceding an employee's vacation time off period, if requested at least one (1) week prior to such period.
- 19.6** In the case of the death of an employee entitled to vacation, the unused vacation leave shall be paid in accordance with Ohio Revised Code 2113.04, or to his estate.
- 19.7** A week's vacation shall be five (5) working days and two (2) non-working days. Bargaining unit members may take any vacation time accrued in one (1) day increments. The choice is to be made by the police officer. For the purpose of this Section, five (5) working days shall constitute a week's vacation.
- 19.8** Upon written request, a bargaining unit member may be granted as days off the preceding two (2) days before the start of a vacation and the succeeding two (2) days after vacation.
- 19.9** A bargaining unit member may bank up to fifteen (15) weeks of earned vacation time toward retirement or termination, payable upon said separation from service. No more than five (5) weeks of earned vacation may be banked in any one (1) year.
- 19.10** Cashing Out Banked Vacation:
- (a) The following option is only available for employees who are in their 23<sup>rd</sup> or later year of service (exclusive of purchased military time).
  - (b) Employees may elect to receive cash payments of their banked vacation time, in units of one (1) week, once per year for a single three (3) consecutive year period. (The employee may cash one to five (5) weeks of banked vacation in each of the three (3) consecutive years.) The employee must notify the City of the election in writing by November 1<sup>st</sup> of each year in order to receive payment in the first pay period of December.
  - (c) Employees may not cash out vacation time that has been banked in the last twelve (12) months.
  - (d) For each week (40 hours) that an employee cashes out, his/her banked vacation balance will decrease by one (1) week. Employees are limited to banking a cumulative total of six hundred (600) hours of vacation during their career.
  - (e) Employees who receive cash for their banked vacation time in accordance with this article, may choose to direct the money to deferred compensation. If the employee executes the appropriate forms to authorize the transaction, the City will pay the money directly into the Ohio Deferred Compensation Plan, provided that the transaction complies with the laws of the State of Ohio.

- (f) The amount of banked vacation payout will be determined by using the employee's rate of pay as of the time of the cashing out.

**19.11** In lieu of, or in addition to banking vacation, an employee may request to receive cash payment for unused vacation of not more than eighty (80) hours per year in minimum increments of forty (40) hours calculated at ninety (90%) percent of the current rate of pay. Employees must declare their desire to receive cash payment not later than October 1<sup>st</sup> of each year. Payment shall be made on the first regular pay day in November of each year. Approval of the cash payment option is within the sole discretion of the Appointing Authority.

## **ARTICLE 20 LONGEVITY PAY**

**20.1** In addition to their regular rates of pay, employees shall receive longevity pay annually in accordance with the following schedule:

<u>Anniversary Date Years</u>	<u>Payment</u>
3	\$180
4	\$240
5	\$300
6	\$360
7	\$420
8	\$480
9	\$540
10	\$600
11	\$660
12	\$720
13	\$780
14	\$840
15	\$900
16	\$960
17	\$1,020
18	\$1,080
19	\$1,140
20	\$1,200
21	\$1,260
22	\$1,320
23	\$1,380
24	\$1,440
25	\$1,500
26	\$1,560
27	\$1,620
28	\$1,680
29	\$1,740
30 and over	\$1,800

- 20.2** Longevity pay shall vest on the anniversary date of the employee. Longevity pay shall be paid in the months of June and December on the first regular payday of these months.
- 20.3** Upon retirement, voluntary termination, lay-off, or due to permanent disability, longevity pay shall be paid to such full-time employees for the year in which he retires, is laid off or separates from the service of the City due to a permanent disability.
- 20.4** Longevity pay shall not be paid to a full-time City employee who has retired from another City department. It shall be paid for his tenure on his new position only.
- 20.5** Longevity pay shall not be paid to an employee in the event he is involuntarily terminated. In the event that a City employee is laid off for a period of one (1) year or less, he shall retain his service credit for longevity pay, but shall not accrue any service credit during his period of lay-off.
- 20.6** In addition to their regular rate of pay, supervisors shall receive "Career Supervisor Longevity" pay according to the following schedule:

23 years of service and above as calculated on the basis of "anniversary years" shall be awarded 10% of the Base Salary in 2011. The forgoing payments shall be payable in two equal installments on the first regular pay in March and on the first regular pay in September of 2011. In lieu of receiving "Career Supervisor Longevity" pay in 2012 and each year thereafter, the base salary of a Patrolman used in the calculation of Supervisors' pay will include the "Career Patrolman Longevity" pay beginning in 2012.

- 20.7** Upon retirement, voluntary termination, involuntary termination, or permanent disability, "Career Supervisor Longevity" shall be paid as follows:

One half if the above separation occurs before June 1, 2011, and the entire amount if above separation occurs June 1 or after in 2011. There shall be no payments made under this section after 2011.

## **ARTICLE 21 WAGES**

- 21.1** The rank differential between Patrolman and Sergeants shall be 17%. This rank differential shall be increased according to the follow schedule:

The rank differential shall increase to 18% beginning the first pay period immediately following February 27, 2011. The rank differential between Patrolman and Sergeants shall increase to 20% beginning with the first pay period of 2012. Beginning the first pay period of 2012, the base salary of a Sergeant shall not be less than \$65,523.00. The rank differential between Sergeants and Lieutenants shall remain 15% until 2012 at which time the rank differential between Sergeants and Lieutenants shall be 17%. The rank differential between Lieutenants and Captains shall remain 15% until 2013 at which time the rank differential between Lieutenants and Captains shall be 17%.

The base salary of a Patrolman, for the purposes of this Agreement, shall be the sum of:

- (a) The base salary defined by the CPPA collective bargaining agreement for a Patrolman Step 6.
- (b) Any other benefits or compensation granted to the CPPA (whether or not they appear in the CPPA collective bargaining agreement) that are considered taxable income to a Patrolman.

- 21.2** Beginning with the first pay of 2012 the City and Union agree to change the definition of the base salary of a Patrolman to include, for the purpose of this Agreement, the sum of:
- (a) The base salary defined by the CPPA collective bargaining agreement for Patrolman Step 6.
  - (b) The additional \$1,000 annual salary currently described as "Chief's Clerk" pay in the CPPA collective bargaining agreement or any other bonus or addition to the base wage of any Patrolman.
  - (c) The ten (10) percent additional wage currently referred to in the CPPA collective bargaining agreement as "Career Patrolman Longevity" pay or 10% of the base pay of the highest paid Patrolman or the Chief Clerk, whichever amount is greater.
  - (d) Any other benefits or compensation granted to the CPPA (whether or not they appear in the CPPA collective bargaining agreement) that are considered taxable income to a Patrolman.
- 21.3** If the shift differential rates under the CPPA collective bargaining agreement are increased, the shift differential rates under the FOP collective bargaining agreement shall be immediately increased by the same amounts.
- 21.4** If the Sunday pay rate rates under the CPPA agreement are increased, the Sunday pay rates under the FOP collective bargaining agreement shall be immediately increased by the same amounts.

## **ARTICLE 22**

### **POLICE AND FIRE PENSION FUND**

- A. The member shall be responsible for the payment of his/her entire legally designated share of the pension contribution.
- B. The employee's legally designated share of the pension contribution will be paid via the "salary reduction method" and treated as deferred compensation subject to the approval of the Pension Fund and the IRS.
- C. Pursuant to Federal law, the employee shall not have the option of choosing to receive the contributed amounts directly. The contributions, although designated as employee's contributions, shall be paid by the City in lieu of contributions by the employees. The City will do so by "reducing" the gross salary by the employee's legally designated share of the pension contribution [currently at a rate of ten percent (10%)] and forwarding the designated share (e.g. 10%) of the original gross salary to the Pension Board as the employee's contribution.

**ARTICLE 23  
UNIFORMS**

- 23.1 Employees covered by this Agreement shall receive an annual Uniform Maintenance Fee in the sum of fourteen hundred (\$1400.00) dollars in addition to their regular rates of pay. The Uniform Maintenance Fee shall be paid semi-annually in two (2) equal installments on the first regular pay in June and on the first regular pay in December of each year.
- 23.2 If an employee retires during the first quarter of the year, he shall receive one-quarter (1/4) of the uniform maintenance fee. Retirement within the second quarter receives one-half (1/2); and within the third quarter receives three-fourths (3/4). Retirement within the fourth quarter receives the full fee.
- 23.3 If the clothing allowance under the quartermaster system in the CPPA Agreement is ever set at more than fourteen hundred (\$1,400.00) dollars, the voucher payment shall be increased to that CPPA amount.

**ARTICLE 24  
ATTENDANCE BONUS**

- 24.1 A member shall earn a bonus day or bonus days based upon the utilization of sick leave benefits in the previous calendar year in accordance with the bonus day table which follows the paragraph. Any vacation days earned or accrued under this section shall be utilized in accordance with the procedures set forth under the article entitled "Vacations". Bonus days shall be earned and utilized as days, not hours.

Months Worked

12	0	1	2	3	Sick Days Taken (or fractions thereof)
	3	2	1	0	Available Bonus Days

**ARTICLE 25  
FUNERAL OR BEREAVEMENT LEAVE**

- 25.1 An employee may utilize three (3) days for attending the funeral of the mother, father, child, step-child, grandchild, spouse, brother, sister, grandfather, grandmother, father-in-law, or mother-in-law of the employee.
- 25.2 In a city located more than one hundred fifty (150) miles from Canton, the employee may utilize an additional two (2) days sick leave for travel for the above family member deaths.
- 25.3 The utilization of not more than five (5) days for listed relatives does not affect the attendance bonus provided in Article 24.
- 25.4 The employee may be authorized sick leave for purposes of attending the funeral of other relatives or close personal friends upon written request to the department head or in the discretion of the department head. An employee may also request additional sick days off in excess of three (3) in circumstances where such leave is deemed necessary.

**ARTICLE 26  
MODE OF PAYMENT**

- 26.1** Two weeks pay shall be held back from all City employees. Employees shall be paid bi-weekly. The amount payable to salaried employees shall be determined by dividing the applicable rate by twenty-six (26) with any fractional cents in favor of the employee. Payment for less than a bi-weekly period shall be computed by dividing the bi-weekly amount often ten (10), multiplied by the number of days worked.

**ARTICLE 27  
TRAVEL EXPENSES GENERALLY**

- 27.1** In addition to the requirements set forth in Section 123.05 of the Codified Ordinances of the City of Canton, employees shall be entitled to reimbursement for expenses at the rates set forth therein upon submission of a proper detailed expense statement showing the amount of meals, hotel room and miles traveled. The City Auditor is authorized to pay the amount of the charges herein set forth and the amount of meals, hotel rooms and other necessary expenses. Payment for mileage is to cover only miles traveled and necessary to transact City business from the starting point to destination and return. Rates of payment in addition to meals, hotel rooms and other necessary expenses for miles traveled shall be as provided by current Ordinance, payable to all employees, using their privately-owned automobiles for City business on a day-to-day basis within or without the municipal boundaries of the City regardless of the distance.

**ARTICLE 28  
TERMINAL PAY**

- 28.1** The City shall pay to each bargaining unit member, upon retirement from the service of the City, a sum of money which shall be paid at the percentage which is in accordance with the following schedule:

<u>Number of Unused Sick Hours</u>	<u>Percentage Paid Out</u>
0 through 1500	100% of all hours earned

The pay-out for a member shall be at the same rate as base wage as defined herein, at the rate of his most recent classification, provided the employee meets one of the following conditions:

- (a) Completion of twelve (12) years of continuous service with the City, and immediate eligibility for monthly State disability pension benefits, shall entitle the member to one hundred (100%) percent of all hours earned up to fifteen hundred (1,500) hours and twenty (20%) percent of all hours over fifteen hundred (1,500) hours.
- (b) Completion of twenty (20) years of continuous service with the City, and retirement with eligibility for vested State pension benefits, shall entitle the member to one hundred (100%) percent of all hours earned up to fifteen hundred (1,500) hours.

In the event a member shall retire from the City having completed twenty-five (25) or more continuous years of service, including purchased military time, the City shall pay to such member a sum of which is in accordance with the following schedule, in the calendar year the member attains the requisite years of service,

<u>Number of Years of Eligible Service Completed</u>	<u>Percentage Paid Out</u>
25 or more and first year of eligibility	40% of all hours over 1500
26	25% of all hours over 1500
27	20% of all hours over 1500
28	15% of all hours over 1500
29 and above	10% of all hours over 1500

**28.2** For the purpose of this Article, sick leave days used are only those days of sickness in which the employee was scheduled to work. Days on which the employee has been absent because of job-related injuries shall not count for the purpose of this section. Job-related injuries are those injuries which result in lost time, seven (7) days or more, for which a claim has been filed and allowed by the Bureau of Workers' Compensation, or for those injuries of less than seven (7) days of lost time which have been approved by the employee's department head.

**28.3** Management may, at its sole discretion, offer a lump-sum amount in exchange for the retirement of a unit member in lieu of the payment authorized in Section 1, above.

**28.4** Cashing Out Unused Sick Leave

- A. The following option is only available to bargaining unit members once they have reached normal service retirement eligibility as defined by the Police and Fire Pension System (48 years of age and 25 years of service, including purchased military time). The option may only be exercised at the employee's request and may begin any year after reaching normal service retirement eligibility.
- B. Members may elect to receive cash payment of their unused sick time for three hundred (300) hours, once per year for five (5) consecutive years following pension eligibility. The employee must have a total of fifteen hundred (1,500) hours of unused sick leave available to begin the buyout. The rate of pay for each annual payment shall be based on the member's hourly rate at the time the payment is made. The employee must notify the City in writing of his or her election to cash out unused sick leave. The election to receive each annual payment must be made by September 1 of the first year preceding payment. Employees will receive payment under this option by April 1 each year.
- C. Under no circumstances will a bargaining unit member receive payment in excess of a cumulative fifteen hundred (1,500) hours of unused sick leave at 100% in their career.
- D. Unused sick leave remaining after the first fifteen hundred (1,500) hours are paid at one hundred (100%) percent shall be paid upon retirement in accordance with the sliding percentage pay out formula contained in this Article. The pay out for a member shall be at the same rate as base wage as defined herein, at the rate of his most recent classification upon retirement.
- E. Members who receive cash for their unused sick leave in accordance with this Article may choose to direct the money to deferred compensation. If the member executes the appropriate forms to authorize the transaction, the City will pay the money directly into the Ohio Deferred Compensation Plan, provided that the transaction complies with the laws of the State of Ohio.
- F. Members who choose this option must continue with this option for five (5) consecutive years, unless the member retires before completion of the five (5) year period.

- G. If a member exhausts his or her sick leave, vacation and compensatory time while exercising this option, the member must retire.

## **ARTICLE 29 SUSPENSIONS**

- 29.1** Suspensions for disciplinary reasons shall commence following the Safety Director's hearing; however, the Chief of Police may suspend officers with pay immediately in those cases in which he determines that the nature of the offense requires immediate suspension. The Safety Director may convert the suspension to without pay provided the accused officer is afforded a due process hearing. Suspensions shall be governed by general orders of the Canton Police Department. An officer may substitute compensatory time, vacation time, or banked vacation time for the suspension. Any banked vacation time may not be replenished.

## **ARTICLE 30 MILITARY SERVICE**

- 30.1** Police Officers inducted into the armed forces of the United States shall be entitled to such re-employment rights as are provided under the laws of the United States, and the laws of the State. Such full-time employees of the City shall be restored to their position, or a position of a like seniority, status and pay as provided for all full-time City employees.

## **ARTICLE 31 SICK LEAVE**

- 31.1** Police Officers shall be entitled for each completed eighty (80) hours of service to sick leave of four and six-tenths (4.6) hours with pay. Police Officers may use sick leave upon approval of the responsible administrative officer of their employing unit, for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, and for purposes of funeral or bereavement leave as defined in Article 25.
- 31.2** The employee, while absent on sick time, must notify the Police Division under agreed practices. When claiming sick days, an employee must recuperate in a manner consistent with his illness. When the use of sick days extends to four (4) consecutive work days or beyond, the employee shall furnish the City with a statement of the attending physician, on his return to work. The statement shall then be attached to the employee's departmental sick report, thus substantiating the facts concerning his condition. When an employee is absent from duty as a result of the claimed illness and the employee's usage of sick pay comes within the scope of the usage of sick time that is described above, or there is information which indicates that the claimed illness is not legitimate, then his usage of sick time may be investigated by his supervisor during his normal time of duty hours, except that any visit to the home shall be prior to midnight.
- 31.3** The City shall pay for hospitalization during the use of accrued sick leave, or up to twelve (12) weeks per annum pursuant to the FMLA, whichever is greater, and term life insurance for the duration of the authorized leave of absence.

- 31.4 A Police Officer shall have the option, upon verification of pregnancy by a licensed physician, of using her accumulated sick leave, furlough, holidays, and accumulated compensatory time before being placed on leave of absence without pay.
- 31.5 Sick leave shall be charged in minimum units of one-quarter (1/4) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed normal scheduled work day or work week earnings.
- 31.6 Employees who have developed a disability which results in the inability of the employee to perform the essential functions of a job may be transferred to a position of equal or lesser standing which is at that time vacant within the authorized City personnel positions, providing that the employee is qualified to perform the essential functions of the new position.
- 31.7 The transfer into the vacant position will be by agreement of the employee and the employer, but neither will be bound to the creation of a new position for the purpose of accommodation of a disability.
- 31.8 Mutual agreement to a transfer of a disabled employee will not be subject to the normal bidding process usually employed to fill an opening in the vacant position provided for in Article 14, Section 3.
- 31.9 Any complaints arising from the Americans with Disabilities Act (ADA) shall be handled through the grievance procedures specified in Article 11.
- 31.10 Notwithstanding the foregoing provisions, "PATTERN ABUSE" shall constitute grounds for discipline. Pattern abuse consists of but is not limited to, absenteeism as evidenced by a pattern contiguous with or related to holidays, weekends, paydays or other discernible events, and/ or consistent or regular usage of available sick leave. Frequent legitimate use of sick leave per se is not considered pattern abuse.

## **ARTICLE 32**

### **HEALTH AND LIFE INSURANCE COVERAGE**

- 32.1 The City shall maintain health care and life insurance coverage in effect on January 1, 2009. Health care coverage includes: optical; dental; and a Comprehensive Medical Plan subject to an annual deductible of two hundred fifty (\$250.00) dollars per person, five hundred (\$500.00) dollars per family which is applied before medical benefits are paid to In-Network or Out-of-Network providers.

After payment of the deductible, the Plan will pay 80% of covered medical expenses to In-Network providers. In-Network co-insurance is subject to an annual out-of-pocket maximum of one thousand two hundred fifty (\$1,250.00) dollars per person/two thousand five hundred (\$2,500.00) dollars per family. Once this maximum is met, the Plan begins to pay covered medical expenses at one hundred (100%).

After payment of the deductible, the Plan will pay seventy (70%) percent of Usual, Customary and Reasonable covered medical expenses to Out-of-Network providers. Out-of-Network co-insurance is subject to an annual out-of-pocket maximum of two thousand five hundred (\$2,500.00) dollars per person/four thousand five hundred (\$4,500.00) dollars per family. Once

this maximum is met, the Plan begins to pay one hundred (100%) percent of Usual, Customary, and Reasonable covered medical expenses. Any medical expenses that exceed Usual, Customary and Reasonable standards will not be covered by the Plan.

Life-threatening emergency room visits will be covered at one hundred (100%) percent after an employee pays the fifty (\$50.00) dollars per visit co-payment.

For any employee whose spouse has other health coverage available through an employer, the City Plan shall pay benefits secondary to the spouse's group coverage. All members must complete any documents required by the City.

Current life insurance coverage shall provide a minimum of twenty thousand (\$20,000.00) dollars term life insurance for all Police Officers.

- 32.2** The City agrees to maintain the same level of benefits as set forth above if it restructures health and life insurance during the term of this collective bargaining agreement. The City retains the right to re-structure health care and life insurance during the term of this contract as to cost containment procedures such as pre-hospital admission certification, mandatory second opinions, etc., but may not institute any change of coverage without mutual agreement of the parties herein.
- 32.3** To offset the increased cost of Health and Life Insurance coverage set forth above, each full-time employee covered under the Plan shall have deducted from each pay, fifty-five dollars (\$55.00), commencing with the 14<sup>th</sup> pay period of 2011 (June 18, 2011).

### **ARTICLE 33**

#### **THE POLICE DEPARTMENT RULES AND REGULATIONS**

- 33.1** The current rules and regulations of the Canton Police Department shall remain in effect for this contract period. All rules and regulations concerning wages, hours, or terms and other conditions of employment shall be subject to future negotiation; all rules and regulations concerning management rights and other concerns reserved under the Collective Bargaining Act to the public employer shall be subject to consultation with the Union, but no right of negotiation shall exist for such rules and regulations. The Union shall appoint a committee which will meet with members of management to discuss rules and regulations on a regular basis.

### **ARTICLE 34**

#### **PAYMENT FOR JURY DUTY**

- 34.1** All Police Officers while serving as jurors, either in Grand Jury or Petit Jury, or as are subpoenaed to testify before a court of competent jurisdiction or before an administrative agency of the Federal, State or City government, shall receive regular compensation from the City. In order to receive such compensation under the provision of this section, the employees shall surrender to the City Auditor all compensation received while serving as jurors or acting as subpoenaed witnesses. The Auditor is hereby authorized to deposit such compensation to the proper departmental fund.

## **ARTICLE 35**

### **PAYMENT FOR TEMPORARY MILITARY SERVICE**

- 35.1** The City shall pay to any full-time City employee who is authorized to participate in any temporary military service his regular full wage for such period of temporary military duty prescribed by State law, provided that the City shall deduct from his regular full wage any military compensation received from the military authority.

## **ARTICLE 36**

### **LEAVE OF ABSENCE**

- 36.1** Only the Safety Director or his/her designee(s) shall authorize in writing any leave of absence which shall not exceed six (6) months in duration, except in the case of sickness, injury or pregnancy, for which a leave of absence may be authorized for as long as a year in duration. Any absence beyond the authorized leave of absence shall be deemed a termination.
- 36.2** During a leave of absence, a City employee does not receive compensation, hospitalization, accrued sick leave, vacation and longevity credit or any other benefits.

## **ARTICLE 37**

### **INJURY LEAVE**

- 37.1** Injury leave is a special benefit available exclusively to members of the City's safety forces in recognition of the unique risk of personal injury inherent in their employment. Eligibility for injury leave shall be reserved for those circumstances in which safety forces personnel incur injuries in the course of duty under circumstances which entail a substantially different and greater risk of injury than circumstances which are experienced by non-safety forces personnel. Circumstances that entail the same or similar risk of injury to non-safety forces as well as safety forces shall not result in eligibility for injury leave.
- 37.2** The determination for eligibility for injury leave, to include determinations as to the origin, extent and duration of the injury and resulting disability, shall rest in the discretion of the Director of Public Safety based upon the circumstances surrounding the injury and on the standards set forth in this section. The determination of the Safety Director shall be appealable directly to Step 4 of the Grievance Procedure providing for arbitration of unresolved disputes under Section 11 of this Collective Bargaining Agreement. The arbitrator shall be restricted in his determination of the issues to the standards set forth in this Article.
- 37.3** Employees claiming compensable injuries under this section shall make written application to the Chief of their respective department within three (3) days from date of claimed injury, unless as a result of the injury, such employee is unable to do so by reason of his physical or mental disability resulting from the injury, in which event the application shall be made as soon as possible but no later than thirty (30) days from date of claimed injury.

- 37.4** An employee who suffers a work related injury that is not eligible for Injury Leave, pursuant to Section 1 of this Article, and has a certified and compensable Workers Compensation claim, shall be subject to the appropriate following condition(s):
- (a) An employee may be placed on injury leave according to his work schedule, no longer than six (6) weeks (240 hours).
  - (b) If an employee does not return to work by the expiration of the allowed two hundred forty (240) hours of the above described Injury Leave, the employee may:
    - (1) Begin to use his/her accumulated Sick Leave without reinstatement of said sick leave; or
    - (2) Request Temporary Total benefits according to the rules and regulations of the State of Ohio Bureau of Workers' Compensation.
  - (c) Unused portions of the allowed two hundred forty (240) hours of Injury Leave may be utilized any time an employee is off work for the same certified and compensable injury as long as the absence is documented by the attending physician as due to the original injury and the services rendered by the physician are reported, billed and allowed according to the rules and regulations of the State of Ohio Bureau of Workers' Compensation.
  - (d) An officer on injury leave will maintain their current schedule. They will receive Holiday pay provided in their contract for any holidays falling on a scheduled work day and will receive court time pay as provided in this contract for actual court appearances as per that officer's schedule.
- 37.5** Any employee who is receiving injury leave pursuant to this section may be required to perform some other service to the City of Canton other than his regular duties if he is physically able to do so, in the discretion of the Director of Public Safety. In no event, however, shall a salary paid for such other service together with the salary allowed under this section for disability, exceed the full regular salary such employee was receiving at the time such injury or disability occurred.
- 37.6** In the event that there is a dispute between the Director of Public Safety and the employee concerning the extent, duration or origin of the injury or disability, the Director of Public Safety shall have the right to conduct a hearing concerning such matters and to obtain physical examinations of the employee by a physician or physicians of the City's choice for such purpose.
- 37.7** Any employee receiving injury leave under this section shall furnish medical reports upon request to the Director of Public Safety regarding the status of the injury or disability, to include the anticipated termination date of the disability. The Director shall forward the name of the injured or disabled employee, together with his evaluation of the extent and nature of each officer's status, to Canton City Council, the Auditor, and Law Director on monthly basis.
- 37.8** All requested medical reports are to be originals.
- 37.9** Injury leave shall terminate in the event the employee retires or otherwise becomes entitled to receive benefits or payments from the Police and Fireman's Disability and Pension Fund.
- 37.10** In the event that the injured or disabled employee receives any compensation from Workers' Compensation concerning the injury or disability for which he is receiving injury leave, such payment shall be subtracted from the payments made under this section.

**37.11** The Director of Public Safety shall have the sole discretion to extend the injury leave pay for an additional six (6) months. If the injury leave is not extended by the Director of Public Safety, there will be no grounds for a grievance on the extension.

**ARTICLE 38  
OVERTIME**

**38.1** Approved overtime shall be paid to all City employees except to employees who are excluded under a separate ordinance.

**38.2** Approved overtime in excess of forty (40) hours per working week shall be compensated on the basis of one and one-half (1 ½) times the employee's regular wage rate.

**38.3** Approved overtime shall be paid to an employee in the following manner:

<u>MINUTES WORKED</u>	<u>MINUTES PAID</u>
5-15	15
16-30	30
31-45	45
46-60	60

**38.4** If any such employee is requested to perform work on an unscheduled work day or work shift, he shall be called in for a minimum of four (4) hours of work and shall be paid a minimum of four (4) hours pay at one and one-half (1.5) times his base wage rate. An employee is not eligible for call in pay if the reason for the call in is to complete a duty or correct work that should have been performed during regular duty hours but was not performed properly through the fault or negligence of the employee.

**38.5** If any-off duty supervisor is required to appear in a court of law, grand jury, pre-trial conference, prosecutor's hearing or any other hearing related to performance of his office duties, he shall be paid a minimum of four (4) hours pay if the appearance occurs on a scheduled day off, and a minimum of three (3) hours pay if the appearance occurs on a scheduled workday plus a full hours pay for any part of an hour thereafter required by such appearance, at one and one-half (1 ½) times his base pay. Supervisors shall not be entitled to the foregoing pay for appearances at disciplinary hearings, (unless the officer is exonerated) grievance proceedings under this contract, or other court appearances involving legal actions not related to the officer's duty performance or proceedings in which the officer is a defendant in a criminal proceeding.

- (a) When an officer receives a common pleas standby subpoena he shall be entitled to two (2) hours pay at the rate of time and one-half (1.5) times his base wage rate for receipt of said subpoena. No further compensation for same subpoena shall be given unless the officer is required to make a court appearance as governed by Article 38, Section 5.
- (b) An officer making more than one court appearance within a two (2) hour time frame shall be paid for each appearance.
- (c) If an officer is called at home on City business during non-scheduled working hours, he shall be paid according to Article 38, Section 3, when proper documentation is submitted.

- (d) Effective thirty (30) days after the execution of this Agreement, and thereafter, overtime requests under this Section must be submitted to supervision within two (2) weeks of earning said overtime.
- 38.6** Canton agrees to pay any bargaining unit member two (2) hours overtime for each day the member is on "on-call status" as defined by the Fair Labor Standards Act (FLSA); provided, however, if the officer is called to duty, the member shall be paid only in accordance with the overtime provisions of the collective bargaining agreement.
- 38.7** Any member of the Bargaining Unit, except those provided for under separate Ordinance, entitled to overtime may waive the right to overtime and receive, in lieu thereof, compensatory time. The employee shall be entitled to one and one-half (1 ½) compensatory hours for each hour worked in excess of his regularly scheduled hours of employment.
- 38.8** Overtime and compensatory time disputes shall be resolved by the appointing authority. Overtime and compensatory time entitlements shall be approved by the appointing authority and should be properly recorded as to when it was earned and when it is used on a bi-weekly basis when the payroll is submitted. The records on file in the Auditor's Office will be final, unless clearly demonstrated to be in error.
- 38.9** Supervisors shall be entitled to carry over into the following calendar year two hundred (200) hours of any combination of compensatory time and/or vacation time, but may accumulate up to one hundred twenty (120) hours of compensatory time during the calendar year.
- 38.10** In the event that the Chief of Police or the Commander of any bureau or shift is not present for normal duty and unavailable for the entire eight (8) hour shift, the next senior supervisory officer on duty who assumes command of the unit or bureau for that time period shall be paid a bonus at the rate of one-half (1/2) hour of the substituting officer's overtime rate for each eight (8) hour period. Bargaining Unit Members receiving pay for rank under this section may, at their discretion, choose compensatory time in lieu of pay.
- (a) The senior ranking Lieutenant on each of the three patrol shifts shall be known as the Shift Commander. The Commander for each of the three patrol shifts shall receive one-fourth (1/4) hour of that Officer's overtime rate for each eight (8) hour period worked, to be known as Command Pay. Bargaining unit members receiving command pay under this section may, at their discretion, choose compensatory time in lieu of pay.
- 38.11** During the semi-annual time changes, a bargaining unit member who works seven (7) hours shall be paid for eight (8) hours, and a unit member who works nine (9) hours shall be paid for nine hours at straight time.
- 38.12** Effective at the start of the first shift of the Tuesday or Wednesday contingent upon the official commencement of the Ribs Burn-off event) immediately preceding the Hall of Fame parade and ending at the end of the third shift the day of the Hall of Fame Parade, a bargaining unit member scheduled to work shall be compensated at his/her regular overtime rate for all hours worked.

- 38.13** Any member may, before July 1st of each year, submit in writing to the Payroll Department a request that said member be paid for any compensatory time from a minimum of eight (8) hours accumulated up to a maximum of forty (40) hours. Said payment is to be paid to the member by separate check by the first regular pay in August.

**ARTICLE 39  
PAY FOR SUNDAY**

- 39.1** Bargaining unit members shall be compensated for those Sundays worked at the rate of time and one-quarter (1 ¼) for actual time worked. One quarter hour (.25) per actual hour worked on Sunday will be converted to compensatory time.

**ARTICLE 40  
SHIFT DIFFERENTIAL**

- 40.1** Supervisors, whose job requirements are to work a scheduled afternoon or midnight shift shall receive a shift differential in addition to their regularly scheduled pay which shall amount to fifty (\$.50) cents per hour in the afternoon and sixty-five (\$.65) cents per hour in the midnight shift.

**ARTICLE 41  
EXTRA JOBS**

- 41.1** The following provisions shall cover all extra jobs in which uniformed police officers, including both patrolmen and supervisors, are requested to perform private security for jobs at the Civic Center. The Mayor may designate up to eight (8) functions per year at the Civic Center that are exempt from this Article.
- 41.2** Extra jobs will be assigned to both patrolmen and supervisors on the basis of a rotating list, containing the names of those patrolmen and supervisors who request in writing, to the Chief of Police or his designee, for inclusion on said list, and shall be based on seniority of all such officers.
- 41.3** All jobs shall be offered to police officers, both patrolmen and supervisors, on rotating basis and in the ratio of three (3) patrolmen to every one (1) supervisor. The procedure shall work as follows:

Should the first job available require two (2) officers, the first two (2) officers assigned to the job shall be drawn from the patrolmen's list. Should the second job require four (4) officers, the first officer to be chosen shall be a patrolman (third on the list of patrolmen by seniority), a second officer for such jobs shall be a supervisor (the first supervisor on the list of supervisors by seniority), and the third and fourth officers shall again be patrolmen (the fourth and fifth on the list of patrolmen by seniority). Should the third job require ten (10) officers, the first officer selected shall be a patrolman (the sixth patrolman on the list of patrolmen by seniority), the second officer, a supervisor (the second supervisor on the list of supervisors by seniority), the third, fourth and fifth officers, patrolmen, the sixth officer, supervisor, the seventh, eighth, and ninth officers, patrolmen and the tenth officer, supervisor.

If an officer whose name is called in the list is either unavailable or refuses the job, the next listed officer shall be asked to perform the job. Any officer whose name is called and for any reason does not work the job shall not be recalled until his turn on the list is again reached after a full rotation of the list. If any officer who has been scheduled for an assignment fails to appear for said duty, without the approval of the Safety Director, the officer may be removed from the list from which extra jobs are scheduled and assigned.

Performance of the extra work under this Section will be paid by the Lessee of the Civic Center at the rate of thirty-three (\$33.00) dollars per hour, four (4) hour minimum. Off-duty employment in uniform in bars and taverns is prohibited.

## **ARTICLE 42**

### **INCENTIVES FOR COLLEGE EDUCATION**

**42.1** The City shall reimburse individual students who are attending an accredited degree granting college or university one-half (1/2) of the cost of tuition for one course per quarter or semester for a maximum of two (2) per calendar year while said students are members of this bargaining unit, provided that the class is a law enforcement related course that is pre-approved by the Safety Director and successfully completed with a minimum grade of "C" or its equivalent.

## **ARTICLE 43**

### **ASSIGNED FIREARMS**

- 43.1** All sworn members of the Canton Police Department who have been assigned a department issued duty sidearm and badge, may purchase the weapon and badge for one (\$1.00) dollar upon retirement with fifteen (15) years or more of police service, or becoming disabled after serving five (5) or more continuous years of police service with the Canton Police Department.
- 43.2** The Safety Director reserves the right to substitute the fair market cash value of the handgun in lieu of the sale of the weapon.

## **ARTICLE 44**

### **DRUG SCREENING**

- 44.1** Drug screening or testing shall be conducted upon reasonable suspicion. This testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceeding. Under no circumstances may the results of the drug screening or testing be released to a third party for the use in criminal prosecution against the affected employee. The following procedures shall not preclude the employer from other administrative action.
- 44.2** Drug testing shall also be authorized when an employee is involved in an on-duty motor vehicle accident which results in bodily injuries to any vehicle occupants or the employee, or when the employee has discharged a weapon while on duty.
- 44.3** The random testing of all supervisory employees, and Vice/Criminal Intelligence Unit members separately, is to be initiated by a computer-operated lottery, provided that no employee shall be tested more than three (3) times in a calendar year. The employee may report to the medical clinic or laboratory in plain clothes if the employee is ordered to report while on duty. If off duty, the employee must report within twenty-four (24) hours, unless otherwise excused by the

Appointing Authority, and shall be entitled to four (4) hours call-back pay. Contiguous reporting shall be paid at regular overtime.

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

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

- (a) If all the screening and confirmatory tests are positive, the City shall terminate the employee, pursuant to due process, if the substance use or abuse constitutes a felony under the Ohio Revised Code. A misdemeanor level offense shall result in disciplinary action and a rehabilitation referral.
- (b) Prior to any drug screening which is mandated, an employee may elect to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel. The cost of the program will be covered according to the provisions of the employee's health insurance plan.
- (c) An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, or personal days for the period of the rehabilitation. If no such leave credit is available, such employee shall be placed on medical leave of absence without pay for the period of the rehabilitation leave.
- (d) Upon completion of the program and retest that demonstrates that the employee is no longer illegally using a controlled substance, the employee shall be returned to his position. Such employee may be subject to random retesting upon return to his position for a period of one (1) year from the date of his return.
- (e) Any employee in the above-mentioned rehabilitation program will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.
- (f) If an employee refuses to undergo rehabilitation or detoxification pursuant to a lawful order, or he fails to complete a program of rehabilitation, or if he should test positive at any time within one (1) year after his return to work upon completion of the rehabilitation program, the employee shall be subject to disciplinary action.
- (g) Except as otherwise provided herein, the cost of all drug screening shall be borne by the City.

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

44.6 For purpose of implementing the provisions of this Article, each bargaining unit member shall execute medical releases in order for the City to obtain the results of the drug screening provided for in this Article. The release referred to in this Section shall authorize only the release of examination results pertaining to the drug screening test. Such medical releases shall be provided by the employer.

## **ARTICLE 45 RESIDENCY**

45.1 There shall be no residency requirement.

## **ARTICLE 46 AUTHORIZED STRENGTH**

A. The Union and Employer agree to maintain the number of authorized officers in the position of Lieutenant at seventeen (17) until the expiration of the present Lieutenant promotional list which expires on May 1, 2010. At that time, the Union and Employer agree to abolish two (2) Lieutenant positions when the positions become vacant, thus bringing the number of authorized officers in the rank of Lieutenant to fifteen (15). The Union and Employer further agree to abolish five (5) additional Lieutenant positions through attrition when the positions become vacant, thus bringing the number of authorized Officers in the rank of Lieutenant to ten (10).

B. The Union and Employer agree to maintain the number of authorized officers in the classification of Sergeant at twenty-two (22) until the expiration of the present Sergeant promotional list which expires on February 27, 2011. At that time, the Union and Employer agree to abolish two (2) Sergeant positions. The Union and the Employer further agree to abolish three (3) additional Sergeant positions through attrition when the positions become vacant, thus bringing the number of authorized Officers in the ranks of Sergeant to seventeen (17).

C. The Union and the Employer agree to abolish one (1) Captain position through attrition when the position becomes vacant, thus bringing the number of authorized Officers in the rank to Captain to three (3).

D. It is expressly agreed that the contractual provisions contained in this section are intended to modify or replace the application of the statutory terms set forth in R.C.124.37, R.C.124.321 ad R.C. 124.44 and any other statute or regulation related to abolishing civil service positions in the Police Department.

E. The Employer agrees to not attempt any further abolishment of positions until after December 31, 2014.

**ARTICLE 47**  
**PHYSICAL FITNESS TRAINING**

- 47.1 All members of this bargaining unit shall be eligible to participate in the physical fitness incentive program as defined in the C.P.P.A. contract. Participation is not mandatory.

**ARTICLE 48**  
**CRITICAL INCIDENT PROCEDURE**

- 48.1 The City and the Union agree that there are critical incidents that are unique to police work, directly involving trauma, stress, or violence, including but not limited to (a) experiencing the death or violent traumatic injury of a co-worker; (b) taking a life or causing serious injury in the line of duty; (c) experiencing the suicide of a co-worker; (d) surviving a major disaster, manmade catastrophe or terrorist event; (e) witnessing multiple fatalities; (f) participating in a high speed pursuit that ends tragically; and (g) negotiating with a hostage-taking suspect. In a critical incident situation, directly involving a bargaining unit member, he shall not be required to make any statement for the first twenty-four (24) hours unless this provision is waived. The City may inquire to protect the safety of officers and the public and to preserve evidence, but such inquiries shall be limited to the essential basic facts and when feasible union representation shall be made available.
- 48.2 After a critical incident the officer shall be transported to Headquarters by a Command Officer and taken to the Chief's conference room and under no circumstances shall be placed in the holding facility or detective bureau holding rooms.
- 48.3 When a weapon is fired or any other weapon is used that weapon will not be taken from the officer in view of the public but shall be removed from the officer at Police Headquarters pursuant to the rules and regulations of the Canton Police Department.
- 48.4 Following notifications required for the particular type of incident at hand, the Communications Supervisor shall notify the union president of the situation. The officer will also be afforded all rights set forth in Article 17 of this agreement.

**ARTICLE 49**  
**LIGHT DUTY**

- 49.1 The City agrees it shall provide light duty assignments to Officers who are pregnant.
- A. The City acknowledges the Union's concern and recognizes the need to protect the job security of such supervisory officers who are unable to perform the customary and usual duties of a supervisory officer.
  - B. To that end, the City hereby agrees that it shall, on a case by case basis and dependent upon the medical condition and prognosis of such officer, and further subject to the grievance procedure herein, maintain such officer in a police function assignment/transfer, subject to the officer's abilities and the availability of work.
  - C. The intent of this provision is not to act as a substitute for continuing disability benefits where appropriate, but the City will make its best efforts to provide temporary assignments and/or transfers within the spirit and intent of this provision, pursuant to the Americans with Disabilities Act and FMLA.

**ARTICLE 50  
TERM OF CONTRACT**

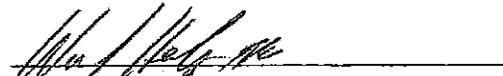
50.1 The term of this Agreement shall be from January 1, 2015 through December 31, 2017.

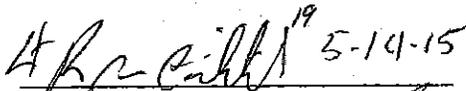
50.2 The parties herein agree that benefits which previously existed in ordinance for the Union which have not been specifically changed or deleted by the terms of this contract are continued and in force under the terms of this contract. Upon discovery of a benefit that has been inadvertently omitted, the Union and the City will amend this Agreement to include the benefit.

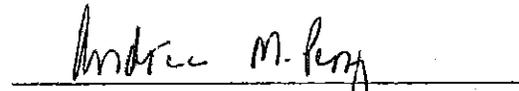
FRATERNAL ORDER OF POLICE:

CITY OF CANTON:

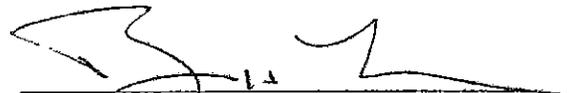
  
Sergeant Victor George, President

  
William J. Healy II, Mayor

  
Lieutenant Roger Cihfield

  
Andrea M. Perry, Safety Director

  
Otto Holm, Jr., OLC Representative

  
Police Chief, Bruce Lawver