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CITY OF CANTON

CANTON POLICE PATROLMEN'S ASSOCIATION

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF CANTON
AND
CANTON POLICE PATROLMEN'S ASSOCIATION
LOCAL 98/I.U.P.A. AFL-CIO

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EFFECTIVE JANUARY 1, 2015 THROUGH DECEMBER 31, 2017

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ARTICLE 1
AGREEMENT

1.1 This Agreement is made by and between the City of Canton, Ohio, (hereinafter referred to as "City" or "Employer") and the Canton Police Patrolmen's Association (hereinafter referred to as "CPPA" or "Union"). 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 2
RECOGNITION

2.1 The City agrees to recognize the CPPA as being the sole and exclusive bargaining agent for Police Officers, excluding probationary employees, in the classification of Patrolman for the term of this Collective Bargaining Agreement and shall not negotiate with nor make any contract or agreement with any other employee group for such employees during the term of this Agreement. The City of Canton recognizes the CPPA Union President and Executive Board shall have the right under the First Amendment to the United States Constitution and Ohio Revised Code 4117 to make public statements, that are a matter of public concern as defined by applicable law. The City of Canton shall not conduct investigations and interviews of Union members in regarding their Union participation. Probationary employees are specifically excluded from coverage under this contract and are subject to civil service laws providing said exclusion does not violate Federal or State law, or as otherwise provided in this Agreement.

2.2 The City recognizes the CPPA's duty of fair representation up to and including Step 3 of the Grievance Procedure. Should the Union decline to represent an employee in Step 4 Arbitration; the City will permit the employee to proceed with or without private counsel. In that case, the arbitration decision shall not be binding on either of the parties in subsequent cases as otherwise provided in Article 21.

ARTICLE 3
SUBJECT MATTER OF NEGOTIATIONS

3.1 All matters pertaining to wages, hours, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement or terms and other conditions of employment, as defined by Chapter 4117 of the Ohio Revised Code, are subject to collective bargaining between the City and the CPPA for purposes of this Agreement.

3.2 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 negotiations; 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 4
DEFINITIONS

4.1 Day. Unless otherwise indicated in this Agreement, the term "day" shall refer to a work day rather than a calendar day.

4.2 Patrolman. Shall refer to male and female bargaining unit members. Throughout this contract, whenever a reference is made to the male gender it shall be construed to include both male and female.

4.3 Seniority. Shall refer to departmental seniority.

ARTICLE 5
AGENCY SHOP

5.1 All members of the bargaining unit, as identified in Article 2 of this Agreement, shall either become members of the CPPA or pay a fair share fee to the CPPA in an amount up to the annual dues for membership in the CPPA, as a condition of employment, all in accordance with Ohio Revised Code Section 4117.09, or qualify for the religious exception to the payment of dues under Ohio Revised Code Section 4117.09(C), paying an amount equivalent to the fair share fee to a nonreligious charity agreed upon by the employee and the CPPA.

ARTICLE 6
NO STRIKE OR LOCKOUT

6.1 In accordance with O.R.C. 4117, the City agrees not to lock out Union members, and the union agrees not to strike.

ARTICLE 7
PAYROLL DEDUCTION OF DUES AND FAIR SHARE FEES

7.1 The City agrees to deduct the CPPA dues from any member of the bargaining unit who provides written authorization to the City for a payroll deduction or fair share fee. The CPPA shall furnish said written authorization form. The City agrees that either within two (2) weeks or the next payday, whichever is later, after said written authorization is submitted for deduction of payroll dues, that deductions for new members will be made. The CPPA 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 8
LISTING OF NEW EMPLOYEES

8.1 The City agrees to furnish to the CPPA a listing containing the names and starting date of employment of all employees in the classification of patrolman. The City agrees to furnish this list to the CPPA at least on an annual basis and shall supplement the list with the names of all new employees hired.

ARTICLE 9
ORIENTATION

9.1 The CPPA will have the right to address new police cadets for a period of one (1) hour for the purpose of informing new employees of the existence of the CPPA and its function as a representative of employees. This one hour period shall be provided no later than ten (10) working days after their completion of basic police training.

ARTICLE 10
RESIDENCY REQUIREMENT

10.1 There shall be no residency requirement.

ARTICLE 11
NON DISCRIMINATION

11.1 The City and the CPPA agree that the provisions of this Collective Bargaining Agreement shall be applied to all employees without discrimination as to age, sex, marital status, race, color, religion, creed, national origin, disability or political affiliation and both parties further agree that neither shall discriminate on the grounds of age, sex, marital status, race, color, creed, national origin, disability or political affiliation in the application of this Agreement. The parties further agree that neither the City nor the CPPA shall discriminate against any individual on the basis of his or her membership or participation or lack of membership or lack of participation in the CPPA.

ARTICLE 12
INCOMPATIBLE EMPLOYMENT

12.1 No employee of the City shall engage in any occupation or outside activity which is incompatible with his employment by the City. Any officer or employee engaging in any occupation or outside activity for compensation shall inform the Mayor of the time required and the nature of such activity in writing, and the Mayor shall determine whether or not such activity is incompatible with City employment.

ARTICLE 13
CPPA BUSINESS AND MEETINGS

13.1 The President of the CPPA shall be permitted to utilize unlimited time off from duty, with full regular pay, to conduct any Union business. The Union president shall submit proper paperwork to his shift or bureau commander, which states his whereabouts, the general nature of his business, and the approximate duration of his absence.

13.2 Due to the unavailability of the president of the Union, the president may designate a member of the Executive Board, other than himself, to attend to Union business. The Executive Board member acting as Union President will notify the Chief or his Designee with the proper paperwork.

13.3 The president of the Union along with three board members may with full pay, attend TWO (2) Police Union related seminars, conferences or conventions, per contract year with a thirty (30) day notice to the Chief.

13.4 The City agrees to afford the Union one hundred and twenty (120) additional hours of unpaid release time per year for the purpose of attending conferences, lectures, educational seminars and Bureau of Workers Compensation hearings.

13.5 The duly elected president of the CPPA will have "super-seniority" for purposes of selecting his or her shift in order to properly conduct CPPA business. If a transfer is necessary, it shall be effective the Sunday following the election.

13.6 Officers of the CPPA, which are the President, Vice-President, Secretary, Treasurer and Trustees, shall be permitted to attend CPPA meetings without loss of pay, if scheduling permits.

13.7 The President or acting President that are representing CPPA members and are not on duty at all times of an IA interview, critical incident or any investigation that requires CPPA representation will be paid as follows. The CPPA president or acting President will be paid a minimum of one (1) hour of OT and actual time thereafter up to four (4) hours maximum.

ARTICLE 14
BULLETIN BOARDS

14.1 The CPPA shall be allowed two (2) locked bulletin boards for official CPPA notices located in the shift work room. The CPPA will be the sole holders of the keys to the boards. The CPPA shall purchase a bulletin board of a similar size as the board currently in the work room.

ARTICLE 15
MEETING ANNOUNCEMENTS

15.1 The dates and times of CPPA meetings shall be read at roll-call when requested by the Union.

ARTICLE 16
NEGOTIATING COMMITTEE

16.1 Members of the Negotiating Committee shall be allowed the necessary time off to attend collective bargaining meetings with the City, without loss of pay. On days that negotiations are scheduled, all members of the negotiating team will be assigned to the day shift. Further, the CPPA shall provide the names of its Negotiating Committee members to the City and the City shall provide the names of its Negotiating Committee to the CPPA.

16.2 The Executive Board Members, other than the president, shall be permitted to utilize a total of nine (9) paid days each during the period of July 1, 2017 to December 31, 2017 for the purpose of preparing for collective bargaining. The Executive Board Members, other than the president will utilize five (5) days each prior to initial contract negotiations with the City. The remaining four (4) days will be utilized for Mediation, Fact Finding and Conciliation. The President shall provide at least two (2) business days' notice of use of said time to the Chief or his designee.

16.3 The Executive Board Members, other than the President, shall be permitted to utilize a total of five (5) paid days each during the period of wage re-opener years as defined in the contract, Article 75, for the purpose of preparing for collective bargaining. The Executive Board Members, other than the President will utilize three (3) days each prior to initial contract negotiations with the City. The remaining two (2) days will be utilized for Mediation, Fact Finding, and Conciliation. The President shall provide at least two (2) business days' notice of use of said time to the Chief or his designee.

ARTICLE 17
LABOR/MANAGEMENT COMMITTEE

17.1 To provide for a means of better communication and understanding between the CPPA and the City, the executive board of the CPPA will participate in the Mayor's labor/management meetings, which will be scheduled at least quarterly or as needed. Individual grievances will not be a subject matter for discussion at these meetings. In addition, monthly meetings will be scheduled between the CPPA and the Chief of Police. CPPA appointees to both types of meetings shall be allowed to attend the meetings on regular, on-duty time.

ARTICLE 18
REVIEW OF PERSONNEL FILES

18.1 Upon written request to the Chief of Police, the employee shall be permitted to review the following files; that officer's personnel files, supervisor files, Human Resources, Civil Service and closed IA case files.

18.2 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.

18.3 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.

18.4 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.

18.5 The personal service record of a patrolman is to be cleared of any offenses in accordance with the following schedule, upon written notice to the Chief:

A. Any letter(s) or files of departmental charges or criminal charges or Internal Affairs investigations, that are determined to be unfounded, exonerated, not sustained, will be removed immediately from the personnel file.

   i. Any letter of training or counseling shall be removed after six (6) months.
   ii. Any reprimand shall be removed from all personnel records, including the Supervisors' files, after one (1) year from the date of the last reprimand. All reprimands will then be removed.
   iii. Any suspension of less than thirty (30) days shall be removed from the record after a period of two (2) years from the last liability-related suspensions.
   iv. Any suspension of thirty (30) days or more shall be removed from the record after five (5) years liability-related suspensions.

B. Once an item is eligible to be purged or removed from all of the employee's personnel files, such item shall not be used or referred to at any disciplinary proceeding, by the City or Union.

C. Referred and Judicial Matters will not be placed into the employee's personnel file until the conclusion of any discipline that is rendered.

ARTICLE 19
PUBLIC RECORDS REQUEST AND CONFIDENTIALITY

19.1 Within three hours of any request for the production or review of a Union member's personnel file or of a video or audio tape, except a request made by a law enforcement agency, the Chief or his designee must notify the Union president or acting president by cellular telephone. The Union will be responsible for ensuring the Chief has on file the cellular telephone number needed for notification. If the Chief was unable to reach the Union president or acting president by cellular telephone the Chief or his designee will leave a message on the cellular telephone.

19.2 Unless given written permission by the Union member, under no circumstances will Canton reveal any information in a Union member's personnel file that is confidential according to Ohio law, including, but not limited to the Union member's home address or telephone number.

ARTICLE 20
GRIEVANCE PROCEDURE

20.1 A grievance is a dispute between the City and the CPPA or an employee or a group of patrolmen, as to the interpretation, application or violation, to include discipline, of any terms or provisions of this Agreement. A grievance may be initiated either by the CPPA on behalf of an employee or group of employees within the bargaining unit or by the aggrieved employee and must be signed by either a Union representative or such aggrieved employee. Written grievances shall contain the date of the alleged violation; the nature of the occurrence giving rise to the grievance, the specific contract provision(s) allegedly violated, and may include the requested remedy. Grievances must be filed within ten (10) days from the occurrence or the CPPA Executive Board becoming aware of the facts giving rise to the grievance.

20.2 The grievance procedure set forth herein is intended to be the sole basis and sole procedural remedy for dispute resolution of all matters concerning the interpretation, application or violation of any terms or provisions of the Agreement, or of any disciplinary matters, between the City and the CPPA. The CPPA specifically elects to utilize the grievance procedure set forth in this agreement, to include all disciplinary matters involving patrolman, in lieu of statutory remedies involving appeal to the Civil Service Commission and to the state courts thereafter, for the statutory appeal of the Civil Service decision.

20.3 In the event the City fails to respond or responds untimely at any step of the grievance procedure, the CPPA may elect to automatically appeal the grievance to the next step. The parties may mutually agree to extend the time limits specified in the various steps of this procedure.

20.4 The following procedures shall be utilized for the handling of grievances:

A. Step 1. The grievant shall attempt to resolve any grievance with his or her shift or bureau commander on an informal basis before proceeding with the subsequent steps concerning grievance procedures. The shift or bureau commander shall have three (3) days following the oral presentation of the grievance to submit his written response to the grievant and the Chief of Police.
    1. If the grievance involves any action on the part of management other than disciplinary actions, the Union on behalf of the grievant may notify the Safety Director or his designee of the existence of the grievance and request the Safety Director or his designee to suspend the order or practice which is the subject of the grievance. The Safety Director shall have the discretion to suspend or not suspend the order or practice during the pendency of the grievance. His determination with regard to suspension of the practice during the pendency of the grievance shall not be appealable, and the grievant shall be required to perform the ordered activity pending the ruling of the Safety Director or his designee under this section.
    2. In instances involving matters of discipline where the Director of Public Safety has conducted a disciplinary hearing and entered a suspension or other discipline, Step 1 of the grievance procedure shall be modified as follows: The Union or the officer who is the subject of the disciplinary proceedings may, by written grievance to the Safety Director, initiate the grievance procedure to have the discipline reviewed at arbitration. The grievance must be received no later

than ten (10) days from the date of the Safety Director's written decision. The grievance procedure will then proceed to Step 5.

B. Step 2. If the grievance is not resolved at Step 1, the grievant shall present the grievance in writing within five (5) working days after receipt of the shift or bureau commander's written response to the grievance, to the Police Chief. The Police Chief in his discretion may confer with the shift or bureau commander, the Union representative, and the grievant before making a determination on the grievance. The Police Chief shall render a decision in writing on the grievance within eight (8) days after receipt of the grievance, and shall submit his written decision to the Safety Director, shift or bureau commander, Union representative, and grievant.
   1. Any grievance that is outside the ability of a shift or bureau commander to resolve may be submitted directly to the Chief of Police for a Step 2 determination as set forth above. Any policy grievance that affects the entire bargaining unit may be submitted directly to the Safety Director for a Step 3 hearing as set forth below. Such expedited grievances shall still be eligible for submission to subsequent steps including arbitration as set forth below.

C. Step 3. The Union, on behalf of the grievant, may appeal in writing within five (5) working days after receipt of the written decision of the Police Chief in Step 2 to the Safety Director or his designated representative. The Safety Director or his designee shall hold a hearing with the Police Chief and/or Deputy Chief, Union representative, and grievant concerning the grievance within ten (10) days from receipt of the appeal. Copies of the decision shall be provided to the Police Chief, and/ or Deputy Chief, Union representative and grievant within ten (10) days of the hearing.
   If the Union chooses not to appeal the decision of the Police Chief to the Safety Director or his designee, the grievant may appeal directly to the Safety Director with or without private counsel.

D. Step 4. In the event that the grievance is not resolved through Step 3, the Union may request arbitration of the grievance within thirty (30) days from the decision of the Safety Director or his designee by making written request for arbitration delivered to the Safety Director or his representative.
   If the Union chooses not to appeal the decision of the Safety Director, the grievant may take the matter directly to arbitration with or without private counsel.

E. Within ten (10) days after the Union, or the member's designated private counsel, has appealed to arbitrate a dispute, the parties shall meet to select an arbitrator from the panel of arbitrators provided below. The selection of the arbitrator shall be done either by mutual agreement of the parties in writing, or if no agreement can be reached, by each party alternately striking one name from the list until only one name remains. The side to strike the first name shall be chosen by lot.

20.5 The arbitration shall be conducted pursuant to the voluntary labor arbitration rules of the American Arbitration Association.

20.6 The cost of any arbitration must be paid by the losing party, which must be designated, if possible, by the arbitrator in their award. If the arbitrator upholds, without modification, the decision of the hearing officer, the grievant must be designated the losing party. If the arbitrator sustains the grievance, entirely reversing the decision of the hearing officer, the City must be designated the losing party. Otherwise, the parties will each pay one-half of the costs of the arbitration.

20.7 Any member of the Union who is the grievant or who is called as a witness by either side shall receive compensatory time (hour for hour) while attending a Step 3 grievance, disciplinary hearing or SERB hearing, subject, however, the following provision:

A. That the City may request the arbitrator to determine whether the issuance of subpoenas to witnesses by the Union was frivolous or purposefully intended to inconvenience and harass the employer, in which case, the arbitrator so finds, the Union shall be responsible for the payment of the witness's regular rate of pay.
B. In any arbitration in which the Union is not a party, where the arbitrator determines the issuance of subpoenas was frivolous as provided in the paragraph (G)(1), the grievant shall be responsible for the payment of the witnesses' regular rate of pay.

20.8 There is hereby created panel of arbitrators to hear grievances filed pursuant to this procedure. Such panel shall contain the following arbitrators:

1) _____ 2) _____ 3) _____

4) _____ 5) _____ 6) _____

7) _____

If during the joint selection process between the City and the Union an impasse occurs on the selection process of the selection is not yet completed we will revert to the prior CBA ending 12-31-08.

20.9 The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall not have the power to add or subtract from or modify any of the terms of this Agreement or any requirements of the Ohio Revised Code.

20.10 The arbitrator shall issue their decision within thirty (30) days from the conclusion of the hearing or the date of submission of the post-hearing briefs, whichever is later.

ARTICLE 21
APPLICABILITY OF GRIEVANCE AND ARBITRATION DECISIONS

21.1 Grievance and arbitration decisions shall be binding on similarly situated members of the bargaining unit and the City in subsequent cases unless otherwise negotiated by the parties, except as provided in Article 2.2.

ARTICLE 22
SUSPENSIONS

22.1 The Chief of Police shall be responsible for all disciplinary hearings concerning violations of the Rules of Conduct that are classified as Class B and Class C offenses as defined in the Rules and Regulations of the Canton Police Department.

22.2 Any patrolman may appeal the disciplinary penalty imposed by the Chief by requesting a hearing by the Safety Director. The Safety Director may increase or decrease the penalty imposed by the Chief of Police if and only if the patrolman exercises his right to appeal the Chief's decision.

22.3 The Safety Director shall be responsible for all disciplinary hearings concerning violations of the Rules of Conduct that are classified as Class A offenses as defined in the Rules and Regulations of the Canton Police Department. If the officer is charged with a criminal offense, the Safety Director will conduct a hearing within the established timelines; however, the Director will suspend the decision until the final outcome of the criminal proceedings.

22.4 Suspensions of patrolmen for disciplinary reasons shall commence following the disciplinary hearing. However, the Chief of Police, or his designee, may suspend patrolmen with pay immediately in those cases in which he determines that the nature of the offense requires immediate suspension. Patrolmen who are the subject of a hearing pursuant to this Article shall be given ten (10) working days' notice of the hearing date, unless otherwise mutually agreed to by the parties. Suspensions shall be governed by the Rules and Regulations of the Canton Police Department. Patrolmen may choose to serve any suspension without pay through the forfeiture of an equivalent amount of vacation, banked vacation and/or compensatory time.

22.5 If a patrolman chooses to forfeit an equivalent amount of banked vacation in lieu of suspension, his banked vacation balance will decrease by the number of hours forfeited. Forfeited banked vacation may not be replenished, as employees are limited to banking a cumulative total of 600 hours of vacation during their career.

ARTICLE 23
RESIGNATION

23.1 A patrolman may resign of his own accord at any time subject to the following: A patrolman may resign in writing prior to disciplinary proceedings in front of the Safety Director or, subject to the approval of the Safety Director, at any time during the hearing, but prior to the conclusion of the hearing. In the event of such a resignation, the patrolman's employment record shall show a voluntary resignation.

ARTICLE 24
REINSTATEMENT OF POLICE OFFICERS

24.1 In the case where a police officer voluntarily resigns from the Police Department and wishes to return to active duty, if he meets the statutory requirements, has the approval of both the Chief of Police and the Director of Public Safety, and his absence was no longer than one (1) year from the date of his resignation, the person may be reinstated to the payroll as an officer at the 12 month step.

ARTICLE 25
LAYOFF AND FURLOUGH PROCEDURE

25.1 Layoff of any patrolmen, if necessary, shall be made in the inverse order of seniority, i.e., the most recently hired patrolmen shall be laid off first. Recall shall be made in order of seniority, i.e., the most senior patrolmen by date of hire who is on layoff and subject to recall shall be recalled first.

A. However, a more senior patrolman may choose to take a layoff or furlough in lieu of a junior patrolman, if approved by the City.
B. The City shall pay to patrolmen who are laid off the following: accrued regular and overtime pay; accrued compensatory time; and accrued vacation.
C. In the event that a patrolman is laid off he shall retain his service credit but shall not accrue any service credit during his period of layoff.
D. As provided in Article 33 (B)3, neither a layoff nor a furlough shall affect any bargaining unit member's anniversary date.
E. Any patrolman laid off shall have indefinite recall rights
F. The City agrees that no civilian employee shall be hired to do work currently performed by patrolmen, if such hiring causes the layoff of a police officer; and no civilian employee shall be hired to do the work of a patrolman who is laid off.

25.2 Furlough Plan is defined as: a plan whereby officers may elect to accept work assignments when available in lieu of lay-off and subject to the following articles: 25B

25.3 Furlough Plan participants will not be eligible for any contractual benefit as described in the Collective Bargaining Agreement between the City and the Union with the exception of the following Articles and to the extent they are not in conflict with this Plan:

Article 12 Incompatible Employment
Article 18 Review of Personnel Files
Article 19 Confidentiality
Article 24 Reinstatement of Officers
Article 25 Layoff Procedures
Article 29 Employee Rights
Article 30 Political Activity
Article 32 Extra Jobs
Article 42 Paychecks
Article 45 Drug Testing Policy
Article 49 Firearms Qualifications
Article 50 Assigned Firearms
Article 51 Seasonal Uniform Changes
Article 61 Health and Life Insurance
Article 62 Police and Fire Pension Fund
Article 68 Critical Incident Procedure
Article 76 Video and Audio Tape Review

A. Furlough Plan participants shall work on assignment with the Canton Police Department at the discretion of the Chief. The Chief has the sole discretion to assign a Plan participant to a position that may otherwise been filled by a police officer at an overtime rate. This would include a minimum staffing assignment as required by Article 65 of the Collective Bargaining Agreement. When assigned to these duties, the Plan participant will receive an hourly rate comparable to his or her hourly rate if employed full-time. Plan participants shall not be eligible for overtime unless specifically approved by the Director of Public Safety.
B. Furlough Plan participants are permitted to wear their uniform and carry their weapon when working extra jobs that are outside the assignment of the Chief of Police. While working these extra jobs, Plan

participants may make arrests and if necessary, use the City of Canton's Communication Center for assistance. Participants may, upon request, be permitted to retain possession of a CPD radio for use while working an extra job. The participant agrees to accept the risk of loss and/or repair from personal funds. Participants will not be eligible for pay while working an extra job nor will they be paid if an arrest requires them to make a court appearance or any other appearance that was a direct cause of an arrest or incident. The participant would be eligible for witness pay or any other compensation paid by the court system.

C. Furlough Plan participants who have obtained full-time employment with someone other than the City of Canton Police Department are not eligible for this plan. Participants, who are enrolled in this plan and become employed full-time elsewhere, shall notify the Director of Public Safety in writing of this change in their status within 72 hours of accepting full-time employment. Upon notification of this status change, the Director of Public Safety will immediately send the participant a layoff notice effective the date of notification of the status change.
D. This plan is optional to the employee. If an employee does not opt for this Plan, he or she will be laid off as indicated in his or her layoff notice.
E. A participant may withdraw from this Plan at any time by giving the Director of Public Safety a seven-day written notice of intent. The participant will be eligible for unemployment following this change in status.
F. The City of Canton or the CPPA may discontinue this Plan for any individual by giving the participant a seven-day written notice that his participation has been, discontinued. In addition, an official notice will be given indicating the effective date of layoff for the Plan Participant.
G. Plan participants who fail to obey all the Rules and Regulations and General Orders of the Canton Police Department will be subject to termination from the Furlough Plan at the sole discretion of the Safety Director.

ARTICLE 26
HEALTH CARE REIMBURSEMENT ACCOUNT

26.1 The City of Canton agrees to participate in the Security Benefit Group Healthcare Reimbursement Account (HRA) Plan for Public Sector Labor Association Employee (the Plan) in accordance with the terms and conditions of this Plan's Participation Agreement. The parties hereto designate Financial Network of America LTD, or its successors appointed in accordance with the Plan and Trust documents, to serve as the Plan Administrator for the Plan. The parties hereto; may designate another Plan Administrator during the term of this Agreement by mutual consent. The Employer agrees to contribute to the Plan on behalf of the following employees:

1. Members of the Canton Police Patrolmen's Association

26.2 Employees may choose to direct the money upon separation of service or retiring from the City of Canton to the Security Benefit Group Healthcare Reimbursement Account (HRA) Plan for the Public Sector Labor Association Employee. If the member executes the appropriate forms to authorize the transaction, the City will pay the money directly into the Security Benefit Group Healthcare Reimbursement Account (HRA) Plan for Public Sector Labor Association Employee of the member's choosing. Employee shall submit in writing to Human Resources and the Auditor sixty (60) days in advance a request that said member's pay be distributed by an amount or percentage into the HRA plan.

ARTICLE 27
NO TICKET QUOTAS

27.1 The City shall not require ticket quotas or mandate minimum standards involving numerical production of targeted violations.

ARTICLE 28
MANAGEMENT RIGHTS

28.1 All matters pertaining to wages, hours or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the public employer and the exclusive representative, except as otherwise specified in this section.

28.2 The conduct and grading of civil service examinations, the rating of candidates, the establishment of eligibility lists from the examinations, and the original appointments from the eligibility lists are not appropriate subjects for collective bargaining.

28.3 Unless a public employer agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of each public employer to:

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

28.4 The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

ARTICLE 29
EMPLOYEE RIGHTS

29.1 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. If an officer is to be interviewed, he shall be notified of the complaint the nature thereof and initiation of an investigation.
   2. When an accused officer is summoned to appear for an interview with the Investigating Officer, the accused officer shall be provided a copy of the complaint, if there is one. A Union representative and/or a Union attorney(s) will be present at the interview if requested by the employee or Union. The interviewed officer/Union representative may record the interview. A court stenographer will be permitted at the interview if the CPPA Executive Board deems it necessary.
   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 complaint 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:
      a. Physical characteristic evidence test
      b. Search of the officer's locker or desk
   8. The accused officer shall be advised that evidence obtained in this matter will not be used against him in any criminal prosecution which may arise from the incident, unless the evidence is obtained pursuant to constitutional waivers.
   9. If at any point a patrolman feels that questioning by a supervisor could lead to discipline, the patrolman has the right to have a Union representative or attorney present.

29.2 Criminal Investigations

A. 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 the officer:

   1. Of the nature of the charges.
   2. That the Chief of Police may relieve him of duty pending a hearing.
   3. Of his right to remain silent and that anything he may say, can and will, be used against him in court.
   4. And allow the accused time to obtain counsel to be present during the interview.
   5. Of his right to cease answering questions and invoke his Constitutional rights at any time.

B. Any criminal investigation of an accused officer shall conform to established Constitutional principles.

29.3 Internal Disciplinary Investigations

A. In cases where the interview is conducted only for internal disciplinary purposes, the following procedures will apply:

1. The accused officer shall be advised of the nature of the investigation prior to any questioning.
2. The accused officer shall be advised that all questions are to be answered fully and truthfully.
3. The accused officer shall be advised that failure to cooperate fully can be the basis of a separate disciplinary action.
4. Use of Polygraph:
    a. Only an Internal Affairs Investigator, with permission of the Chief, may request an officer to take a Polygraph examination.
    b. The officer will not be requested to submit to a Polygraph examination unless the complainant takes one.
    c. The accused Officer may refuse to submit to a Polygraph examination and such refusal shall be inadmissible in any civil or criminal proceedings.

ARTICLE 30
POLITICAL ACTIVITY

30.1 The right to participate in the political process shall not be limited, hampered or abridged on the basis of employment as a member of the Canton Police Department for off-duty members of the bargaining unit, notwithstanding any contrary Ohio statute or City ordinance, subject to the restrictions listed in paragraph 30.2

30.2 Patrolmen shall not engage in any political activity while on duty, wearing a uniform or in a City vehicle. Patrolmen shall not run for a partisan City of Canton political office.

30.3 No bargaining unit member shall be required to participate in any political activity.

ARTICLE 31
LIGHT DUTY

31.1 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 patrol officers who are unable to perform the customary and usual duties of a patrol 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 permanent disability 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 Americans with Disabilities Act.

31.2 The City and Union further agree that this provision does not waive or otherwise change the temporary assignment/ transfer provisions of Articles 36 and 37 herein.

ARTICLE 32
EXTRA JOBS

32.1 The Mayor may designate no more than eight (8) functions per year at the Civic Center which are exempt from this article. The following provisions shall cover all extra jobs where police officers, both patrolmen and supervisors, are requested to perform private security for jobs at the Civic Center. All other events shall be subject to the scheduling procedures outlined in this section.

32.2 Extra jobs shall be assigned, to both patrolmen and supervisors, from a rotating list containing the names of the officers who request in writing each month, to be placed on said list. The list shall be computer generated by MIS department, City of Canton.

32.3 The "Opportunity for Extra Work" forms, for officers to be placed on the list, shall be provided to all officers by the City no later than the third (3rd) business day of the month. To be placed on the list the officer requesting the extra work shall hand-deliver the form to the Presidents of both the CPPA and FOP, or their designee, where it will be signed by the requesting officer and marked "received by" and signed by the person receiving the form. Any officer delivering an Opportunity for Extra Work form other than his own shall be suspended from the rotation list for one (1) year.

32.4 All job openings shall be offered to officers, patrolmen and supervisors on a rotating basis and in the ratio of three (3) patrolmen to every one (1) supervisor. Example: If there are twenty- eight (28) openings in a given month for four (4) events:

From patrolmen's list #

From supervisor's list $

Event 1 needs four (4) officers- #1, #2, #3, $1

Event 2 needs six (6) officers- #4, #5, #6, $2, #7, #8

Event 3 needs six (6) officers- #9, $3, #10, #11, #12, $4

Event 4 needs twelve (12) officers- #13, #14, #15, $5, #16, #17, #18, $6, #19, #20

32.5 The lessee shall use only the security required by the Civic Center under the terms of this Article. No other arrangements for security will be permitted, unless no patrolman signs up for the Civic Center security job in which case the Civic Center may use private security.

32.6 If an officer, patrolman or supervisor, fails to show up for a requested assignment under Article 32.1-32.8, without first notifying the Presidents of both the CPPA and FOP or their designee in writing, said officer shall be suspended from the rotation for six (6) months.

32.7 The Presidents of both the CPPA and FOP or their designee, upon written notification from an officer scheduled for an event that he/she cannot work due to an emergency, injury or illness, may replace said officer, without suspension from the rotation list, by contacting the next available officer in the rotation. In a case of an emergency the written notification may be made upon the officer's return to work.

32.8 Officers may at their discretion voluntarily replace themselves with another officer for one event per year without being suspended from the rotation.

32.9 The Department shall advertise special events which may require additional manpower for which the Chief of Police has sufficient prior knowledge. For the purpose of this article "special events" are defined as follows: Any event where the Police Department is required to provide additional police manpower.

32.10 The procedure for advertising shall be as follows:

Prior to the event, the date and time of the event, and the closing date for the voluntary acceptance of the overtime assignment, shall be posted for a period of not less than three (3) days on the Departmental bulletin boards and announced at all roll calls for the same three (3) days.

32.11 Patrolmen will be selected for such assignments from a rotating list in the same fashion as in Article 32.1-32.8, thereby equalizing the overtime among the patrolmen desiring to work special events. Officers who are scheduled and fail to report for assignment may be removed from the rotation list.

32.12 Not to be considered as special events for the purpose of this article are police raids, police surveillance activities or activities normally handled by individual bureaus or units.

32.13 Performance of the EXTRA WORK under Article 32.1-32.8 shall be paid by the lessee at the rate $30.00 **per hour**. If alcoholic beverages are served a minimum of two (2) officers will be required for any event. The Civic Center Director shall use his discretion for the number of officers required for any event scheduled under Article 32.1-32.8. Performance of the EXTRA WORK under Article 32.9-32.12 shall be paid by the City at the overtime rate. Patrolmen shall receive a minimum of four (4) hours pay for work performed under either Article 32.1-32.12.

32.14 The City recognizes the importance of extra jobs to the extent that they fill a need within the City of Canton. Extra jobs are part of public relations and courtesy extended to companies and citizens within the City limits. The City shall not abolish extra jobs except in an emergency declared by the Chief of Police or Safety Director. All uniformed or non-uniformed extra jobs in the City of Canton must be approved by the Chief of Police and Safety Director. The City of Canton is not monetarily responsible for the payment of the extra job. The Officers will be paid by the approved extra job employer.

ARTICLE 33
SENIORITY AND HIRING DATE

33.1 Seniority

A. Assignments within divisions or bureaus shall be based on departmental seniority although Commanding Officers retain the right to reassign a patrolman on a temporary basis as may be required by manning or duty-related requirements. This article shall be governed by the provisions in Article 36.
B. Seniority shall be used for the selection of shifts, key numbers, vacations and assignments within all divisions or bureaus described in Article 38.2 except the K-9 unit.
C. Except in the case of emergency, and taking into consideration the Employer's operational needs, employees shall be scheduled to the extent practicable from the extra board on the basis of seniority, provided they have the ability to perform the work
D. If an officer is reassigned to a new position within a bureau after the current year's bidding is complete, the officer will wait to pick his shift at the next years bidding picks, but will carry over his current vacation pick from previous bureau.

33.2 Hiring Date

A. The hiring date shall be the actual date and time an officer is sworn to duty and shall be used for purposes of seniority, wages and benefits. The higher of the Civil Service entry level scores will decide seniority between officers sworn at the same time.
B. After one full year of service, seniority will revert to January 1st of each of the succeeding years for monetary and vacation benefits. The actual hire date will prevail for all other matters related to seniority.
C. Involuntary or medical leave loss of time shall not affect the hire date nor shall it affect any formula for determining seniority, wages or benefits.

ARTICLE 34
DECEASED PEACE OFFICER FUNERAL ATTENDANCE

34.1 The City of Canton, recognizing the kinship of the law enforcement community, shall grant paid time to one (1) on-duty patrolman to represent the City of Canton at the funeral of a peace officer killed in the line of duty, anywhere in the United States. This time off will include time needed to travel to and from the funeral, but limited to no more than three (3) days.

34.2 For funerals in the State of Ohio or surrounding states, a marked police vehicle will be used. If the marked vehicle is not available, an unmarked police vehicle will be used.

34.3 The individual(s) shall be responsible for meals, lodging and any other costs except as provided by this article. The City of Canton will pay for gasoline.

34.4 Other patrolmen not on duty may accompany the on-duty patrolman in the vehicle, space permitting, but shall not be compensated.

ARTICLE 35
SELECTION OF ANNUAL SHIFTS

35.1 The Chief of Police agrees to meet with a representative of the Union Executive Board sixty (60) days prior to January 1 of each year to discuss selections for the upcoming year. The Chief will then establish the selection list.

35.2 Patrolmen shall select their positions in accordance with Article 33 of this Agreement on November 1st of each year to be effective in the first changeover of January of that year. Officers submitting a letter of resignation by November 1st will not be included in the bidding process.

35.3 Any new positions created for non-probationary patrolmen shall be filled by seniority within the assigned shift based upon bidding.

35.4 Patrolmen shall bid the Gang Task Force, Park Police and School Resource Officer positions biannually according to Article 33 of this Agreement on November 1st of every other year to be effective on the first changeover of January of that year. Designated positions shall be bid staggered in successive years for a two year assignment.

ARTICLE 36
TEMPORARY TRANSFERS AND TEMPORARY ASSIGNMENTS

36.1 Temporary transfers from bureau to bureau will be limited to a maximum of sixty (60) calendar days unless extended by mutual agreement. Temporary assignments within a bureau or shift will be a maximum two (2) days per pay period unless otherwise mutually agreed by the CPPA President and the Chief.

36.2 If the Chief of Police requires a temporary transfer for more than sixty (60) days, the City will post the temporary bid position with full disclosure that it is not permanent. The temporary bid shall not exceed (180) days before it is bid for a permanent position. In such situations, the provisions of Article 38.1 will not be binding on any patrolman who bids on a temporary position.

ARTICLE 37
PATROL DIVISION SCHEDULING

37.1 The Officers assigned to the Uniform Patrol Division, excluding Jail, Traffic & Accident and Community Policing shall work an eight (8) hour day, five (5) days per week.

37.2 If an officer assigned to the eight (8)/ ten (10) hour shift is temporarily assigned to a special assignment of less than five (5) consecutive days, each day of special assignment will be considered the officer's regularly scheduled work day. That officer will be paid for eight (8)/ten (10) hours.

37.3 The Officers bid positions in the Uniform Patrol Division will be as follows:

First Shift (Midnights) 2200-0600/2300-0700
1 Report Desk Person (*)
1 Teletype Officer (*)
(Zone 1,2,3,4,5 &6)
Extra Board
Second Shift (Days) 0600-1400/0700-1500
1 Report Desk Person (*)
1 Teletype Person (*)
(Zone 1,2,3,4,5 & 6)
Extra Board
Third Shift (Afternoons) 1440-2200/1500-2300
1 Report Desk Person (*)
1 Teletype Person (*)
(Zone 1,2,3,4,5, &6)
1 Wagon Driver
Extra Board
Fourth Shift (Swing Shift) 1900-0300
Fourth shift officers will bid a key number and work the above hours with the following exceptions:

1. Officers assigned to fourth shift may be asked to fluctuate the start time. Start times of officers may be changed with less than seventy-two (72) hours of notice and mutually agreed upon between officer and supervisor.
2. Officers assigned to fourth shift may be asked to change your days off. Scheduled days off of officers may be changed with less than fourteen (14) day of notice and mutually agreed upon between officer and supervisor.

All zones will be covered as stated above and K-9 Units can be used to fill zones when necessary

K-9 Hours: First Shift 2200-0500
Second Shift 0800-1500
Third Shift 1500-2200

The above bid positions will not be mandatory for supervision to fill when the current bid position employee is scheduled off. Except for the above bid positions with an asterisk (*). Supervision reserves the right to adjust the Zone coverage areas at any time during the current bid year. This will allow adjustment of the size of a Zone area relative to call volumes.

The above proposed bid positions will be reevaluated in 12 months from change over as described in Art. 35. In the event of impasse, the bid positions will revert to the prior Art. 65 of the CBA agreement.

37.4 Any change shall be by mutual agreement. In the event of impasse, the dispute shall be resolved through arbitration.

ARTICLE 38
BIDDING SYSTEMS FOR VACANT AND NON- VACANT POSITIONS

38.1 The Chief of Police prior to the selection of annual shifts (Article 35) will assign the appropriate number of patrolman to positions of his discretion. At no time will the total number used to fill any of the Chief of Police appointed positions exceed 10% of the total number of patrolmen.

38.2 Vacancies, which the Chief determines are necessary to fill, or new permanent assignments in the following bureaus or divisions shall be filled on the basis of Canton Police Department total seniority

A. Detective Bureau
B. Juvenile Bureau
C. Identification Bureau (Refer to Article 33.1 B)
D. Traffic Bureau
E. Accident Bureau
F. Property Officers
G. Patrol Shift #1
H. Patrol #2
I. Patrol #3
J. Day Jailers
K. Wagon Driver (day shift)
L. TAC Officer
M. Task Force
N. Resource Officer
O. Walking Beat
P. Any new permanent position (except those which are added to the "extra board")
Q. The K-9 Unit shall be bid by the following procedures below (Article 38.3-38.8). Once selected to the K-9 unit, seniority shall be based on departmental seniority for the selection of shifts, key numbers, vacations and assignments within bureaus.

38.3 Notice of any vacancy or new permanent assignment in a bureau or division which is subject to the bidding procedures contained herein shall and which is determined to be filled by the Chief of Police shall be announced within five (5) days of any vacancy or new permanent assignment and be posted on the CPPA bulletin board for five (5) consecutive days thereafter, excluding holidays, beginning on the first day following the completion of the giving of the notice of the vacancy at roll call. Any patrolman desiring to be considered for transfer into the vacancy or new permanent assignment may apply by submitting a written request to the Chief of Police no later than by the last day of the posting requirement on the bulletin board. To be eligible for transfer into the vacancy or new permanent position, the patrolman must have completed his probationary period of one (1) year with the Canton Police Department.

38.4 The Chief of Police shall select the patrolman to be assigned to the vacant K-9 position after all interviews and required physical fitness requirements have been met by the Officer. The Chief will then select the position by seniority for the number of positions open.

38.5 If the patrolman to whom the transfer is awarded is absent from work because of vacation, temporary illness, jury duty or being subpoenaed as a witness in a court at the time he would otherwise be

scheduled to work in the vacancy to which he is to be transferred, such vacancy will not be permanently filled until such employee returns to work. But in no case shall the vacancy remain unfilled for more than thirty (30) working days except for extended vacation. In such interim period, the Chief of Police may fill such vacancy on a temporary basis until the employee who has been awarded the vacancy returns to work.

38.6 To be eligible to bid, a patrolman must have completed one (1) year with the Canton Police Department. The name and years of seniority of the employee who is awarded the transfer will be posted for a period of five (5) days, exclusive of holidays, on the CPPA bulletin board and at all locations where a notice of the vacancy was posted.

38.7 If an exempt or bid position Officer requests a transfer to the Patrol Division, and such request is granted by the Chief of Police, the Officer will retain his vacation selection but will lose all other seniority rights and will be placed at the bottom of the extra list on the shift he is assigned.

38.8 In cases of involuntary transfer, of exempt or bid position officers, the Officer will retain all seniority rights pertaining to bidding, (Ref. 38.2), and his present vacation selection. If the position is already filled, the employee so filling the position will bump that employee out of their bid position and so forth until all employees are in their new bid position. If the Chief of Police deems it necessary to eliminate an entire bureau or division, the department will re-bid from the most senior patrolman in that eliminated bureau or division down by seniority. The change will take effect at the end of the next pay period.

ARTICLE 39
OVERTIME

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

39.2 Approved overtime in excess of forty hours (40) per working week shall be compensated on the basis of one and one-half (1.5) times the employee's regular base wage rate.

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

Minutes Worked	Minutes Paid
5-15	15
16-30	30
31-45	45
46-60	60

39.4 Unannounced "hold-over" overtime shall be offered by seniority to a reasonable extent, unless an emergency exists.

39.5 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.

39.6 If an off-duty patrolman 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 official 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 work day, and a full hour's pay for any part of an hour thereafter required by such appearance at one and one-half (1.5) times his base wage rate. Patrolmen shall not be entitled to the foregoing pay for other court appearances involving legal actions not related to the officer's duty or performance, or proceedings in which the officer is a defendant in a criminal proceeding.

A. When an officer receives a common pleas stand by 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 39.6.
B. An officer making more than one court appearance that starts within the morning session of court until 12:00 pm will only be paid for one appearance. An officer making more than one court appearance that starts within the afternoon session of court from 12:01 pm until evening will only be paid for one appearance, with a maximum of eight (8) hours on any day.
C. If a patrolman is called at home on City business during non- scheduled working hours, he shall be paid according to Article 39.3, when proper documentation is submitted.
D. If an off-duty patrolman is required to call in or is called to discuss a preapproved scheduled pre-trial conference or prosecutor's conference he shall be paid a minimum of one (1) hours pay and a full hour's pay for any part of an hour thereafter required by such appearance at one and one-half (1.5) times his base wage rate.

39.7 Any employee, 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 (1.5) compensatory hours for each hour worked in excess of his regularly scheduled hours of employment. Such compensatory time shall be accrued in the same manner as overtime paid in Article 39.3.

39.8 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.

39.9 Bargaining unit members attending Accident Review Board hearings during off-duty hours shall be paid two (2) hours overtime for the call-in, unless held over after working a regularly scheduled shift.

39.10 Any member may, before June 1st of each year, submit in writing to the Payroll Department and the Auditor a request that said members 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. Members may choose to direct some or the entire amount allotted to Deferred Compensation based on their requirements. Approval of the cash payment option is within the sole discretion of the Safety Director.

39.11 Semi- Annual Time Change

A. During the semi-annual time changes, patrolmen who work seven (7) hours will be paid for eight (8) hours and patrolmen who work nine (9) hours shall be paid for ten (10) hours at straight time.
B. During the semi-annual time changes, patrolmen who work eleven (11) hours will be paid for eleven (11) hours and patrolmen who work nine (9) hours shall be paid for nine (9) hours at straight time.

39.12 A patrolman attending a disciplinary, Step 3 grievance, Arbitration hearing or SERB hearing shall receive compensatory time for actual time of attendance, unless FLSA requires payment of overtime. If the subject of the disciplinary hearing is exonerated, he/she shall be compensated pursuant to Article 39.6 above.

39.13 Overtime requests under this Article must be submitted to supervision within two weeks of earning said overtime.

ARTICLE 40
PAY FOR SUNDAY

40.1 Patrolmen working Sunday shall be compensated at the rate of time and one-quarter (1.25) for actual time worked. The one- quarter hour (.25) per actual hour worked on Sunday will be converted to compensatory time. Any overtime on Sunday shall be paid at the officer's overtime rate.

ARTICLE 41
TRADING DAYS OFF

41.1 Patrolmen shall be allowed to trade their days off with other patrolmen by submitting a written notice to their shift commander. Written notice shall be signed by both patrolmen involved in the trade and shall be submitted at least three (3) days prior to the requested date of trade, except in the case of unforeseen emergencies which make it impossible for the patrolmen to give such advance notice. Shift commanders shall not unreasonably deny such requests. No patrolman shall work more than one (1) shift in any 24-hour period as a result of a trade. This provision shall not be interpreted in any manner so as to permit the payment of overtime pay to any patrolman. Priority for time-off requests shall be as follows: (1) vacation has priority over compensatory time and (2) compensatory time has priority over traded days off.

41.2 Patrolman shall not be allowed to trade with themselves except when the trade is based on training, seminars, negotiations or special assignments.

ARTICLE 42
PAYCHECKS

42.1 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 58.

42.2 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 43
MODE OF PAYMENT

43.1 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 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 by ten, multiplied by the number of days worked.

ARTICLE 44
TRAVEL EXPENSES

44.1 The parties will abide by the terms of the Canton City Ordinance governing reimbursement for transportation, meals, hotels and other necessary travel expenses.

ARTICLE 45
DRUG TESTING POLICY

45.1 The City and the Union agree that the responsibility of serving and protecting the community is incompatible with the illegal use of any substance by members of the bargaining unit. The unlawful manufacture, distribution, dispensation, possession or use of such substances is unacceptable either on the job or in the patrolman's personal capacity. This policy shall not be applicable to members of the Metro Narcotics and Vice units.

A. The City may subject any bargaining unit member to a mandatory drug test if there is probable cause to believe that said employee is violating the above-referenced policy.
B. The City may subject any bargaining unit member to random drug-testing without probable cause to believe that said employee is violating the above-referenced policy no more than twice in any calendar

year, except that employees who have completed a drug abuse treatment program may be tested without limit at the City's discretion.

C. The City shall insure that drug test specimens are explicitly labeled, carefully handled and the chain of custody maintained from the time they are taken until all appeals of the results are completed. Failure to comply with this paragraph shall result in dismissal of charges.
D. The City shall ask any bargaining unit member subject to a drug test under either paragraph A or B of this Article whether he or she is using any prescription or non- prescription medication which could lead to false-positive test results. The City shall avoid taking disciplinary action based on false-positive test results. Any employee may request administration of a blood test. A chromatography-mass spectrophotometer (GS-MS) test shall be provided by the City in order to maximize accuracy.
E. Urine test results shall be subjected to one confirming test at the City's expense, before any disciplinary action is taken. Bargaining unit members may appeal any test result by undertaking an additional urinalysis at the bargaining unit member's expense.
F. The City shall insure that privacy rights, confidentiality and due process safeguards are protected in the implementation of its Drug-Testing Policy.
G. The City shall provide counseling and rehabilitation services in appropriate cases, by referring employees to a drug abuse treatment program and requiring successful completion as a condition of continued employment.
H. An off duty employee who is required to undergo a drug and/or alcohol screening or a fitness for duty physical and/or psychological evaluation shall be paid according to FLSA regulations.

ARTICLE 46
LOCKERS

46.1 Bargaining unit members may use their own identical locks without the pass key override on their lockers.

ARTICLE 47
MILITARY SERVICE

47.1 Patrolmen 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 Ohio. 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 48
PAYMENT FOR TEMPORARY MILITARY SERVICE

48.1 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 as prescribed by state law provided that the City shall deduct from his regular full wage any military compensation received from the military authority.

48.2 The City shall pay to any full time City employee who is called to active military service pursuant to an Order by the President of the United States or an Act of Congress for the duration of the call-up his full regular wage provided the City shall deduct from his regular wage any military compensation received from the military authority. During the said period the employee may elect to continue family health care coverage for his dependents under this contract. In the event an employee elects continuation coverage pursuant to this section, the City shall pay the premiums for said coverage. This paragraph shall not apply to employees who voluntarily extend their activation or enlistment or who reenlist to full time military active duty.

48.3 To receive compensation under this Article, the employee must timely submit proof of military earnings.

ARTICLE 49
FIREARMS QUALIFICATION

49.1 All sworn members of the Canton Police Department must be re-certified annually with their duty sidearm. This re-certification shall be under the supervision of the Training Commander or the Range Officer and must meet all the requirements as set down by the Ohio Peace Officers Training Council. Any member failing to pass re-certification after three (3) attempts shall be placed on immediate suspension without pay and be scheduled to appear at a termination hearing before the Safety Director of the City of Canton, Ohio.

49.2 The City shall provide ammunition for duty weapons.

49.3 The City shall provide the opportunity for supplemental training for duty weapons in addition to the training required for the re-certification. During the months when shotgun qualification is being conducted at the outdoor range, officers will be permitted to use the range. The officers will be able to use the outdoor range between the morning and afternoon sessions by coordinating with the range officer for availability.

49.4 The City will provide two (2) days per month for patrolmen to sign up for and then use the indoor range. The City shall provide fifty (50) rounds of ammunition per session per officer for the training described in this paragraph. The CPPA will post a signup sheet in the workroom that will require a minimum of four (4) officers to participate in the indoor practice shoot. No overtime will be permitted.

ARTICLE 50
ASSIGNED FIREARMS AND BADGES

50.1 All sworn members of the Canton Police Department who have been assigned a Departmental issued duty sidearm and Badge, may purchase the weapon and badge for $1.00 upon retirement with fifteen (15) years or more of police service or upon disability retirement after serving five (5) or more continuous years with the Canton Police Department.

The Safety Director reserves the right to substitute the fair market cash value of the handgun in lieu of the sale of the weapon.

50.2 Officers may carry back-up weapons not to be smaller in caliber than .380 semi-automatic pistols and/or .38 caliber revolvers with proper qualification and state certification.

50.3 All back-up weapons and ammunition will be purchased and maintained by the officers. Certification is required to meet OPOTA standards. The CPPA will provide firearms certification for members. The City will provide use of ranges for certification. Each member who plans to carry a back-up weapon is required to submit this weapon for testing as is required for the assigned firearm.

ARTICLE 51
SEASONAL UNIFORM CHANGE

51.1 The bi-annual seasonal change of uniform for the Police Department will be as follows: winter uniforms will commence on the first shift of the first day of Eastern Standard Time; the summer uniform will commence on the first shift the first day of Daylight Savings Time. Suggested uniform changes will be made prior to the commencement of winter uniform wear.

ARTICLE 52
INJURY TO POLICE OFFICERS

52.1 The Director of Public Safety shall pay to any patrolman who may be injured or disabled while in the discharge of his official duties including training, his full regular salary for the period of fifty-two (52) weeks or such part thereof for the duration of the disability up to three (3) years from the date of the injury provided that the injury or disability occurs 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. This section shall be limited to the original injury, an aggravation of the pre-existing condition directly related to it, or a direct consequence resulting from said injury, as certified by a physician. The Director of Public Safety shall have the sole authority to extend the injury leave pay for another six (6) months. If injury leave is not extended by the Safety Director, there will be no grounds for a grievance on the extension.

In the event the claim is denied by the Ohio Industrial Commission, the employee's sick leave accrual shall be charged for all times where applicable. The rate will be adjusted for any payments made.

Such disabled or injured patrolman shall perform some other service other than his regular duties if he is physically able. The Director of Public Safety is authorized to provide such other opportunity for service whenever it is possible to do so. In no event, however, shall the salary paid for such other service, together with the salary allowed under this section for disability, exceed the full regular salary the patrolman was receiving at the time such injury or disability occurred. In the event the individual Patrolman is injured or disabled in the line of duty or his injury or disability is job-related, there shall be no reduction from that individual patrolman's sick leave.

52.2 An employee who suffers a work related injury that is not eligible for Injury Leave, pursuant to Article 52.1, 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 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 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 <u>and</u> 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.

52.3 A patrolman on Injury Leave will maintain their current schedule. They will receive Holiday pay provided in this 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 patrolman's schedule.

52.4 Any patrolman who is paid monthly injury or disability pay shall furnish medical reports to the Director of Public Safety regarding the status of the injury or disability.

52.5 When or in the event such patrolman becomes entitled to receive benefits or payments from the Police and Fireman's Disability and Pension Fund, the provisions of this section shall not be effective or operative.

52.6 In the event of an administrative delay between the City and the Ohio Industrial Commission, or the Bureau of Workers' Compensation, or the Bureau of Workers' Compensation, the period provided for above shall be extended for a period equal to said delay.

52.7 The City agrees that any officer working an extra job who suffers an injury while attempting to effect an arrest shall be covered by Article 52 of this Collective Bargaining Agreement.

52.8 Any member of the bargaining unit who is on injury leave shall not enter into other employment.

ARTICLE 53
FAMILY AND MEDICAL LEAVE

53.1 The City agrees to abide by the provisions of the Family and Medical Leave Act of 1993, a copy of which shall be posted in the workplace.

ARTICLE 54
LEAVE OF ABSENCE

54.1 Only elected officials or their designees shall authorize in writing any leave of absence which shall not exceed six 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.

54.2 During a leave of absence, a City employee does not receive compensation, hospitalization, accrued sick leave, vacation and longevity credit or any other benefits, unless otherwise provided pursuant to the Family Medical Leave Act of 1993.

ARTICLE 55
FUNERAL OR BEREAVEMENT LEAVE

55.1 An employee may utilize three (3) days for attending the funeral of the mother, father, legal guardian, child, spouse, brother, sister, grandfather, grandmother, grandchild, father-in-law, or mother-in-law of the employee.

55.2 In a city located more than 150 miles from Canton, the employee may utilize an additional two (2) days sick leave for travel for the above family member's death. An employee may also report additional sick days off in excess of two (2) in circumstances where such leave is deemed necessary.

55.3 The employee may be authorized reasonable 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.

55.4 For this article, the use of five (5) days or less, pursuant to Article 55.1 and 55.2 will not disturb the bonus days article.

ARTICLE 56
SICK LEAVE

56.1 Patrolmen shall be entitled for each completed 80 hours of service sick leave of 4.6 hours with pay. Patrolmen may use sick leave upon notification to the responsible administrative officer of their employing unit, for absence due to illness, injury, sickness in immediate family as provided below, exposure to contagious disease which could be communicated to other employees, and for purposes of funeral or bereavement leave.

A. The definition of immediate family shall be the same as used in the Family Medical Leave Act (FMLA). Mother-in law and father-in-law shall be included in the definition of immediate family. FMLA qualifies the following as immediate family:

SPOUSE means a husband or wife as defined or recognized under State law for the purpose of marriage in the State where the employee resides, including common law marriage in States where it is recognized.
PARENT means a biological parent or an individual who stands or stood in loco parentis to an employee when the employee was a son or daughter as defined in this section (FMLA specifically excludes parents-in-law, but the City and the Union agree to include them in this definition).
SON OR DAUGHTER means a biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis, who is either under 18 or 18 or older and "incapable of self-care because of a mental or physical disability."
PARENT-IN-LAW means the same as the definition of parent above.
When completing the Time-Off Request Form, patrolmen must report the relationship of the family member that is ill.

56.2 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. The sick employee may not be employed by any other entity during the eight (8) hours following the end of the shift reported off.

A. A patrolman that uses sick leave may call themselves back to duty before the end of their scheduled shift.
B. In the event the employee does call him/herself back to work, it must be within four (4) hours or more before the end of their scheduled shift.
C. In the event an employee has opted or is forced to work the sick employee's scheduled shift per Article 65, he/she will have the option to work four (4) hours and go home or only be compensated for the actual hours he/she has worked.
D. If an employee described in 56.2.C works the four (4) hours, then the sick employee who has called him/herself back to work, must wait until the four (4) hours are over, before returning to work.
E. If an employee is forced to work the schedule shift of the sick employee and the sick employee does not call him/herself back to work, the procedure will refer to Article 65 of this contract.
F. Prior to the sick employee reporting for any other duty, he/she must call the Patrol Division and report to a supervisor that he/she is available for duty

56.3 When the use of sick days extends to four (4) or more consecutive calendar days, the employee shall furnish the City with a statement of his attending physician on his return to work. The statement shall then be attached to 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.

A. Management shall not utilize home visitation or other procedures to check on patrolmen on sick or injury leave unless probable cause exists to believe that abuse of leave is occurring.

56.4 In the event that the accrued sick leave of a full-time employee expires, the City shall pay for hospitalization and term life insurance for the duration of the sickness or injury.

56.5 A patrolman 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. Pregnancy Leave, taken pursuant to the FMLA, shall not affect Bonus Days in Article 57.

56.6 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 the normal scheduled work day or work week earnings.

56.7 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.

56.8 Employees may voluntarily donate sick leave to other employees provided that the donation is purely voluntary and the recipient employee has less than eighty (80) hours of accrued sick leave at the time the donation is made. Donated sick leave may only be used for serious illness or injury on the part of the employee or the employee's immediate family. Except in cases of catastrophic illness or injury, an employee may not make more than one donation of sick leave to the same employee in a twelve (12) month period. All donations of sick leave in accordance with this paragraph are subject to the sole approval of the Safety Director.

ARTICLE 57
BONUS DAYS

57.1 An employee shall be entitled to bonus days on January 1st of 2015-2017 provided he/she had utilized sick pay benefits in the previous calendar year in accordance with the Bonus Day Table set forth below:

MONTHS WORKED	0	1	2	3	Sick Days Taken (or fraction thereof)
12	3	2	1	0	Available Bonus Days

57.2 Bonus days shall be earned and utilized as days, not hours.

ARTICLE 58
VACATIONS

58.1 Patrolmen hired prior to April 1, 1982, shall be entitled to vacations according to the following schedule.

Anniversary Date (Years)	Period Vacation (Hours)
11 through 15	160
16 through 20	200
21 through 25	240
26 through 30	280
31 through 35	320
36 through 40	360
41 through 45	400

58.2 Patrolmen who were hired on or after April 1, 1982, shall be entitled to vacation according to the following schedule based on completed years of service.

Years of Service	Period of Vacation (Hours)
1	40
2 through 5	80
6 through 10	120
11 through 15	160
16 through 20	200
21 and over	240

58.3 Patrolmen who are hired on or after January 1, 1994, shall be entitled to vacation according to the above schedule contained in Article 58.2 based on completed years of service, with the addition of one (1) week of vacation after their first ten (10) months of service.

58.4 The City shall schedule vacations to conform to operating requirements meeting the employee's desires where practicable. Vacation shall be taken in increments of forty (40) hour work weeks, or one day at a time. Smaller increments of not less than one (1) hour may be taken.

58.5 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.

58.6 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.

58.7 Three (3) patrolmen each will be permitted to be on vacation at the same time; Three (3) patrolmen from each shift 1,2, and 3, Two (2) patrolmen in each Traffic and Detective bureau, One (1) patrolman each in 4th shift, Vice, Jail and ID bureau. The scheduling of vacations with the set forth numbers of patrolman will be permitted to take vacation. Vacations can be taken a week at a time or one day at a time. The choice is

to be made by the patrolman. For the purpose of this Section, forty (40) hours shall constitute a week's vacation.

58.8 Patrolmen shall be permitted to "bank" or carry into the next calendar year up to two hundred (200) hours of any combination of compensatory time and/or vacation time, with a maximum of one hundred twenty (120) hours of compensatory time. The Officers banking and/or carrying over of compensatory time and vacation into the next calendar year does not limit the officer to an amount of hours accumulated during the calendar year. The balance over the allowed two hundred (200) hours of combination time Vacation/Compensatory time can be banked per Article 58.10.

58.9 Patrolmen may bank up to 600 hours of earned Vacation/Compensatory time toward retirement or termination, payable upon said separation from service. No more than 200 hours of earned Vacation/Compensatory time may be banked in any one year, in forty (40) hour increments. The employee shall designate which hours of vacation or compensatory time to be banked.

58.10 Cashing Out Banked Vacation

A. The following option is only available for employees who are in their 23rd 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 week, once per year for a single three consecutive year period. (The employee may cash one to five weeks of banked vacation in each of the three consecutive years). The employee must notify the City of the election in writing by November 1st 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 week. Employees are limited to banking a cumulative total of six hundred 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.

58.11 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 hours (80) per year in minimum increments for forty (40) hours calculated at 90% of the current rate of pay. Employees must declare their desire to receive cash payment not later than September 1st of each year to their Appointing Authority and the Auditor. Employees may choose to direct the money to Deferred Compensation. 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.

58.12 Officers submitting compensatory time off may do so up to six weeks prior to time requested. Supervision will approve or deny compensatory time requests within 72 hours of receipt on the basis of minimum

staffing in accordance with Article 65, by stamping a copy of the compensatory time sheet with their approval or denial and returning the compensatory time request to the officer.

58.13 Officers submitting compensatory time off may do so within 72 hours of the requested day, shift supervisors from any of the three shifts shall approve or deny any compensatory time off within 1 hour of the officer's scheduled shift on the basis of minimum staffing in accordance with Article 65.

ARTICLE 59
HOLIDAYS

59.1 The official paid holidays for patrolmen 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
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
December 25, known as Christmas Day

59.2 Patrolmen may substitute three (3) other religious or sacred days in lieu of taking Good Friday, Easter Sunday or Christmas Day as a paid holiday. Patrolmen shall exercise this option in writing to their Commanding Officer no later than March 1st of each year.

59.3 Patrolmen shall be entitled to one (1) additional paid holiday, to be known as a personal vacation day, the date of which shall be chosen by the patrolman subject to approval of the officer in charge or bureau commander. This day may be used or carried over with the regular vacation time.

59.4 A patrolman who works a holiday shall be entitled to 250 percent of his base wage rate or twelve (12) hours compensatory time. In the event that a patrolman is scheduled off during a holiday, such patrolman shall be entitled to eight (8) hours of his regular salary or eight (8) hours of compensatory time. In the event an employee is on sick leave during a holiday, he shall not be entitled to any additional compensation. All employees shall be given the option to work six (6) of the existing twelve (12) holidays.

59.5 A patrolman who works less than a full shift on a holiday will be paid pursuant to the above paragraphs proportionately for the actual hours worked.

59.6 A patrolman may submit a time-off request form to have a day off on a scheduled work holiday and receive only straight time pay for scheduled hours in conjunction with Article 65.

59.7 A patrolman that is held over per Article 65 or works a scheduled day off on an official holiday in 59.1 will be compensated as stated in 59.4 and 59.5.

ARTICLE 60
PHYSICAL FITNESS AND SPECIALTY PAY

60.1 Specialty Pay

A. The Employer shall pay the following to Officers assigned to hazardous classifications as following:

Field Training Officer (FTO): FTO will receive one (1) hour's pay at time and one-half for each day they are assigned to a Probationary Police Officer.

60.2 Physical Fitness Pay

A. Employees in the bargaining unit may, on a voluntary basis, seek to become eligible for a physical fitness incentive. In order to be eligible for such incentive, an employee must sign a waiver which shall indemnify, defend and hold the employer, its officers, officials, agents and employees harmless against any claim, demand, suit or liability (monetary or otherwise) in connection with his efforts to qualify for such pay. An employee who seeks the physical fitness incentive must qualify and re-qualify at six-month intervals during the first of the month in April and October in order to receive this compensatory time off incentive.

B. An employee who qualifies by passing a 1.5-mile running test or a 3-mile walk, pushups, and sit ups shall receive a physical fitness incentive in accordance with the following applicable charts.

Maximum Running Time in Minutes

MEN

Fitness Category	Under 30	30-39	Age 40-49	50+	Per Pay Period
C	14:30	15:30	16:30	17:00	1hr comp
B	12:00	13:00	14:00	14:30	2hr comp
A	10:30	11:30	12:30	13:00	3hr comp

WOMEN

Fitness Category	Under 30	30-39	Age 40-49	50+	Per Pay Period
C	16:00	17:00	18:00	18:30	1hr comp
B	13:30	14:30	15:30	16:00	2hr comp
A	12:00	13:00	14:00	14:30	3hr comp

Three-Mile Walk

Fitness Category	Age 40-49	Age 50+	Amount Per Pay Period
C	47:00	50:00	1hr comp
B	42:00	45:00	2hr comp
A	36:30	39:00	3hr comp

Push Ups

Age	Male	Female
20-29	29	23
30-39	24	19
40-49	18	13
50-59	13	12
60+	10	5

Sit-ups (1 minute time limit)

Age	Male	Female
20-29	38	32
30-39	35	25
40-49	29	20
50-59	24	14
60+	19	6

60.3 The Training Section of the Department shall be responsible for administering the qualifying test provided for in this section.

ARTICLE 61
HEALTH AND LIFE INSURANCE COVERAGE

61.1 The City shall maintain health and life insurance coverage as existed under the prior agreement for a period of 36 months, i.e., January 1, 2015 through December 31, 2017.

61.2 Health care coverage includes: optical; dental; and a Comprehensive Medical Plan subject to an annual deductible of Two Hundred Fifty Dollars ($250) per person**,** Five Hundred Dollars ($500) per family which is applied before medical benefits are paid to In-Network or Out-of-Network providers.

61.3 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 $1,250 per person/$2,500 per family. Once this maximum is met, the Plan begins to pay covered medical expenses at 100%.

61.4 After payment of the deductible, the Plan will pay 70% 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 $2,500 per person/$4,500 per family. Once this maximum is met, the Plan begins to pay 100% 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.

61.5 Life-threatening emergency room visits will be covered at 100% after an employee pays $50 per visit co-payment.

61.6 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; if not in conflict with spouse's group coverage.

61.7 Current life insurance coverage shall provide a minimum of twenty thousand dollars ($20,000) term life insurance for all Police Officers.

61.8 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 restructure health care and life insurance during the term of this contract as to cost containment procedures such as pre-hospital admission certification, mandatory second options, etc., but may not institute any change of coverage without mutual agreement of the parties herein.

61.9 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 $55.00, commencing with the first pay issued after January 1, 2015.

61.10 An exhibit attached to the contract is incorporated herein explaining the changes further.

ARTICLE 62
POLICE AND FIRE PENSION FUND

62.1 The member shall be responsible for the payment of his/her entire legally designated share of the pension contribution.

62.2 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.

62.3 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 63
TERMINAL PAY

63.1 The City shall pay to each police patrolman 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:

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

The payout for Patrolmen 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 who shall immediately receive monthly State pension benefits, shall entitle the patrolman to 100% of all hours earned up to 1200 hours and 20% of all hours over 1500.
B. Completion of twenty (20) years of continuous service with the City, and retirement with eligibility for vested State pension benefits, shall entitle the patrolman to 100% of all hours earned up to 1500 hours.

In the event a patrolman shall retire from the City having completed 25 or more continuous years of service, which may include purchased military time, the City shall pay to such patrolman a sum of which is in accordance with the following schedule:

Years of Service	Percentage Paid Out
25 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

A patrolman's 25th year is defined as the calendar year in which that patrolman shall have completed 25 years of continuous service. Said patrolmen must retire by 12/31 of that calendar year in order to receive

the percentage associated with the 25th year on the above schedule. A patrolman who fails to retire by December 31st of his 25th year shall be compensated based on his respective "Year of Service" according to the above schedule. For the purpose of this Article, a patrolman's "Years of Service" is determined based on the calendar year during which said patrolman will have completed 26, 27, 28 or 29 years of service.

63.2 In determining the amount of terminal pay, unused sick leave shall be calculated by deducting sick leave days actually used by the employee during his employment with the City from the total number of sick days accumulated by the employee during his employment with the City.

63.3 For purposes of this section, sick leave hours used are only those hours of sickness in which the employee was scheduled to work.

63.4 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 by Article 63.1 above.

63.5 Cashing Out of 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 300 hours, once per year for five consecutive years following pension eligibility. The employee must have a total of 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 year preceding payment. Employees will receive payment under this option by April 1 each year.
C. Under no circumstances (except in H) will a bargaining unit member receive payment in excess of a cumulative 1,500 hours of unused sick leave at 100% in their career.
D. Unused sick leave remaining after the first 1,500 hours are paid at 100% 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 consecutive years, unless the member retires before completion of the five year period.
G. If a member exhausts his or her sick leave while exercising this option, the member must retire.

H. The estate or legatee of an officer who dies as the result of injuries sustained in the course of duty, shall receive 100% payment for officer's full unused accumulation of sick leave, vacation leave, holiday pay or any other monetary benefit stated in this CBA.

ARTICLE 64
PAYMENT FOR JURY DUTY

64.1 All patrolmen 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 65
MINIMUM STAFFING

65.1 The minimum staffing numbers of Patrol Officers per shift are as follows:

First Shift (Midnights) - 10 Officers

Second Shift (Days) - 9 Officers

Third Shift (Afternoons) – 12 Officers

Fourth Shift (Swing Shift) – 3 Officers

65.2 Patrol Division supervisors will use these numbers as the minimum staffing guidelines and may place a hold on the shift when manpower reaches these numbers. Officers taking one hour of Vacation or Compensatory time off at the beginning or end of their assigned shift will not affect the minimum number of officers needed to work. This is limited to only one (1) officer per shift.

A. Supervision may not place a hold on any shift until the manpower drops to the numbers listed in Article 65.1, except as described below.
    1. The Fourth Shift has a minimum staffing number but supervision is not required to fill as described in 65.4-65.5
    2. Supervision on Easter, Thanksgiving and Christmas will allow Shift 1st, 2nd, and 3rd to go one (1) below the minimum staffing number. On any other holidays that supervision doesn't require full staffing, supervision and the Union will mutually agree on the staffing number or it will not be adjusted.

65.3 If staffing goes below the minimum number, supervision will offer overtime to bring the number of Officers back up to the minimum staffing guidelines.

A. If staffing falls below the minimum number, the following procedures will be followed:
    1. If the shortage is caused when an Officer calls off sick, bringing the staffing number to one below minimum manning, Supervision does not have to fill that vacancy by offering overtime as described in 65.4-65.5

2. In all other cases of staffing shortages, supervision will offer overtime to bring the number of Officers back up to the minimum staffing guidelines stated in 65.4-65.5

65.4 Overtime will be offered in the following manner:

A. Overtime opportunities will first be offered to Officers from the shift that has the vacancies.
   1. Openings will be given to the employee(s) with the most seniority who wants to work.

B. If no officer accepts the overtime from the affected shift, it will be offered to the other shifts:
   1. Openings will be given to the employee (s) with the most seniority who wants to work;
   2. An officer who accepts the overtime may be bumped by another officer who has more seniority. An officer who does not accept the overtime when first asked may not "bump" a junior officer.

C. In the case of call-off vacancies, supervision shall have Cancom broadcast the need for officers to work over into the next shift. If no officer accepts the overtime, supervision shall hold over the necessary employee(s) from the previous shift that has the least seniority to fill the vacancies.

65.5 In the event that a patrol officer assigned to eight (8) hour shifts is held over, he will not be required to work more than twelve (12) consecutive hours. If the officer has worked twelve (12) consecutive hours, supervision is not required to offer overtime to another patrol officer in order to maintain minimum staffing guidelines for the remainder of the shift. The patrol officer may only work the entire additional eight (8) hour shift provided that he is not scheduled to work his regular shift the next day.

65.6 In the event that the Chief of Police, or his designee, declares an emergency, all days off will be canceled and Article 65 suspended for the duration of the emergency.

ARTICLE 66
SHIFT DIFFERENTIAL

66.1 Patrolmen 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 $.50 cents per hour in the afternoon shift and $.65 cents per hour in the midnight shift.

ARTICLE 67
FAIR LABOR STANDARDS ACT

67.1 The City agrees to abide by the provisions of the Fair Labor Standards Act as required by law.

67.2 The City will compute overtime appropriately by using base wage rate figures that reflect all earned compensation.

ARTICLE 68
CRITICAL INCIDENT PROCEDURE

68.1 The City and the Union recognize 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 a line of duty situation; (c) experiencing the suicide of a co-worker; (d) surviving a major natural disaster, man-made catastrophe or terrorist event; (e) witnessing multiple fatalities; (f) participating in high-speed pursuit that ends in tragedy; and (g) negotiating with a hostage-taking suspect.

In a critical incident situation, directly involving a patrolman, 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 essential basic facts.

68.2 After a critical incident has occurred, the officers involved shall be transported to headquarters by supervision and taken to the Detective Bureau's conference room or Chief's conference room and in no case shall be brought to the holding facility or the detective bureau holding room.

68.3 When a weapon is fired it will not be taken from the officer in the view of the public but shall be removed from the officer at police headquarters pursuant to the rules and regulations.

68.4 The patrol officer has the right to notify the Union President or his designee after a critical incident occurs and the affected officer shall have all of the Employee Rights set forth in Article 29.

ARTICLE 69
UNIFORM MAINTENANCE

69.1 In addition to their regular rates of pay, patrolmen shall receive the sum of One Thousand Four Hundred Dollars ($1,400.00) per year as a uniform maintenance. The uniform maintenance shall be paid in two (2) equal installments on the first pay in June and the first regular pay in December.

69.2 If an employee retires during the first quarter of the year, he shall receive one-quarter of the uniform maintenance fee. Retirement within the second quarter receives one-half; and within the third quarter receives three-fourths. Retirement within the fourth quarter receives the full fee.

ARTICLE 70
UNIFORMS AND EQUIPMENT

70.1 Patrolmen shall be required to maintain all items of uniform and equipment as designated by the Rules and Regulations of the Canton Police Department, and General Orders.

70.2 The City shall provide to each patrolman a straight collapsible baton, OC Spray and shall provide instruction and certification for its use.

70.3 Once every five (5) years, or after being damaged in the line of duty, patrolmen shall have the option to purchase and wear new ballistic vests, the cost of which the City will reimburse to the individual patrolman upon proof of purchase of said item. Upon purchase, the ballistic vest will become the personal property of the patrolman. The types and specifications of ballistic vests which may be purchased by patrolmen shall be mutually agreed to by the Chief of Police and the CPPA. The Director of Public Safety, Chief of Police or their designees shall have the right to inspect the ballistic vest to insure compliance with the mutually agreed standards prior to reimbursement by the City. Should the vest fail to meet the agreed upon standards, the City shall have no obligation to reimburse the patrolman for the purchase of the vest.

70.4 Patrolmen, whose uniforms, equipment and eye wear are damaged while making an arrest, shall be compensated for such damage by the City of Canton. Personal property damaged while making an arrest, shall be compensated for such damage by the City of Canton up to a total claim of two hundred and fifty dollars ($250).

70.5 Under conditions similar to those stated in Article 70.4, and at the discretion of the Director of Public Safety, the City shall have discretion to exceed this amount on any claim and his decision shall not be appealable.

70.6 The City will provide members of the Bargaining Unit with continuing police and self defense training.

ARTICLE 71
COLLEGE EDUCATION INCENTIVE

71.1 The City shall reimburse individual students who are enrolled in an accredited degree-granting college or university, the full cost of tuition for two classes per calendar year while said students are members of the bargaining unit, provided it 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 72
HALL OF FAME FESTIVAL EVENTS SHIFT SCHEDULING PREMIUM

72.1 Effective at 0700 hours of the official day of the Hall of Fame Events which shall include two (2) days in July/August and two (2) days in September, a Patrol Officer who is scheduled to work shall be compensated at the regular overtime rate of pay.

72.2 In any year that a Hall of Fame Event is scheduled earlier or later, the Parties shall meet between 120 and 90 days before the event to negotiate the operations of Article 72.1

ARTICLE 73
LONGEVITY PAY

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

Anniversary Dates (Years)	Payment

3	$180.00
4	240.00
5	300.00
6	360.00
7	420.00
8	480.00
9	540.00
10	600.00
11	660.00
12	720.00
13	780.00
14	840.00
15	900.00
16	960.00
17	1,020.00
18	1,080.00
19	1,140.00
20	1,200.00
21	1,260.00
22	1,320.00
23	1,380.00
24	1,440.00
25	1,500.00
26	1,560.00
27	1,620.00
28	1,680.00
29	1,740.00
30 AND OVER	1,800.00

73.2 Longevity pay shall vest on the anniversary date of the employee. After the first year of employment "Anniversary Date" reverts to January 1 of the year in which the employee began work as a patrolman for purposes of this article. Longevity pay is an annual benefit that shall be paid in the months of June and December on the first regular paydays of these months.

73.3 Upon retirement, voluntary termination, involuntary termination or permanent disability, longevity pay shall be paid to such full-time employees for the year in which he separates from the service of the City.

73.4 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.

ARTICLE 74
RESERVED

ARTICLE 75
BASE SALARY OF PATROLMEN

75.1 Base Salary of Patrolmen

The base salary of patrolmen shall be paid according to the Wage Schedule below for the duration of this agreement.

75.2 Starting Patrolman

A Patrolman shall advance from Step 1-Starting to Step 2 upon successful completion of the twelve (12) month probationary period. For the first twelve (12) months of his/her employment, a patrolman is probationary and excluded from coverage under this agreement. After twelve (12) months service, the patrolman is covered by this Collective Bargaining Agreement and shall be paid according to its terms.

75.3 Pay Step Advancement

The time interval required between Steps 2 through 6 shall be as followed: Step 2 is upon the start of your 13th month from date of hire. Step 3: upon the start of your 37th month from date of hire; Step 3 to Step 4; upon the start of your 61st month from the date of hire the Patrolman will be paid according to the schedule for 4 "anniversary years"; Step 4 to Step 5: 11 years of service as calculated on the basis of "anniversary years"; Step 5 to Step 6(a): 18 years of service as calculated on the basis of "anniversary years". Step 6(a) to Step 6(b) 23 years of service calculated on the basis of anniversary years or, for patrolmen 45 years of age or older that purchased military time may also be included to reach 23 years of service credit upon satisfactory evidence of such purchase.

As used in this article "anniversary year" is defined as the number of years as calculated from January 1 of the year the patrolman is most recently employed by the City as a patrolman to January 1 of the current year. "Anniversary years" apply to Patrolmen who have completed at least 61 months of service.

Wage Schedule

			Annual Salary Effective		
Classification/Service		Step	1/1/15 2%	1/1/16 2%	1/1/17 2%
Patrolman Starting **	<12 mos.	1			
Patrolman	13 mos.	2	$36,081	$36,083	$37,539
	37 mos.	3	$42,448	$43,297	$44,163
	61 mos.	4	$51,762	$52,798	$53,853
	11 AY	5	$53,845	$54,922	$56,020
	18 AY	6(a)	$54,817	$55,913	$57,032
	23 AY	6(b)	$57,946	$59,105	$60,287

**Starting: The entry level salary of a probationary patrolman is fixed by council manic action, listed for reference only, and is not subject to collective bargaining.

ARTICLE 76
RESERVED

ARTICLE 77
PATROLMEN: INDEMNIFICATION

77.1 Questions concerning the indemnification of patrolmen for judgments or claims incurred against any patrolman arising out of his scope of employment with the City of Canton and questions concerning the provision of legal counsel by the City of Canton for patrolmen in Civil cases shall be governed by the procedures established in Chapter 153 of the Codified Ordinances of the City of Canton.

77.2 The City of Canton shall indemnify and/or adjust any overtime parking violation received by a patrol officer while in court on official City business provided the officer submits the notice of violation and a completed affidavit to the Safety Director within five business days of being served with an overtime parking violation.

ARTICLE 78
SAVINGS CLAUSE

78.1 This Agreement is subject to all applicable and existing or future laws or regulations of the State of Ohio, and specifically Chapter 4117 of the Ohio Revised Code, and any applicable Civil Service statutes, as well as any ordinances of the City of Canton which are not in conflict with the specific terms and provisions of this Agreement. Should any part of this Agreement be invalidated by operation of existing laws or promulgated in the future, or be declared invalid by any Court of competent jurisdiction, such invalidation shall not invalidate the remaining portions, and they shall remain in full force and effect. In such event, and upon written request by either party, the parties to the Agreement shall meet at a mutually agreeable time in an attempt to modify the invalid provisions of this Agreement by good faith negotiations.

ARTICLE 79
PRINTING OF AGREEMENT

79.1 The City shall pay for the printing of this Collective Bargaining Agreement, to include making sufficient copies for all members of the bargaining unit.

ARTICLE 80
DURATION OF CONTRACT

The parties' Collective Bargaining Agreement shall be effective from January 1, 2015 to December 31, 2017, inclusive.

The parties herein agree that benefits which previously existed in an 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.

CANTON POLICE PATROLMEN'S ASSOCIATION

BILL ADAMS, PRESIDENT

STEPHEN SHAFFER, VICE PRESIDENT

TIMOTHY MARKS, SECRETARY

SEAN FLAHERTY, TREASURER

CITY OF CANTON

WILLIAM J. HEALY II, MAYOR

ANDREA PERRY, SAFETY DIRECTOR

BRUCE LAWVER, CHIEF OF POLICE

DATED: _____

This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document from the carriers listed below.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	**Network:** Ind: $250 Fam: $500; Does not apply to emergency care or preventive care. **Non Network:** Ind: $250 Fam: $500; Does not apply to emergency care.	You must pay all the costs up to the **deductible** amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the **deductible** starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the **deductible**. Also, any expenses applied to **deductible**, in the last 3 months of a Calendar Year, will apply to **deductible** for the following Calendar Year.
Are there other deductibles for specific services?	**No.**	You don't have to meet **deductibles** for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out–of–pocket limit on my expenses?	**Yes. For network providers:** Ind: $1,250 Fam: $2,500 **For non network providers:** Ind: $2,500 Fam: $4,500	The **out-of-pocket limit** is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out–of–pocket limit?	Copayments, penalties, premiums, balance-billed charges, non-emergency care, mental health services, substance abuse services & non covered charges. Out of network usual and customary& reasonable (UCR)	Even though you pay these expenses, they don't count toward the **out–of–pocket limit**.
Does this plan use a network of providers?	**Yes.** For a list of network providers, see appropriate Insurance contact information listed below.	If you use a network doctor or other health care **provider**, this plan will pay some or all of the costs of covered services. Be aware, your network doctor or hospital may use a non network **provider** for some services. Plans use the term network, preferred, or participating for **providers** in their network. See the chart starting on page 2 for how this plan pays different kinds of **providers**.
Do I need a referral to see a specialist?	**No.**	You can see the **specialist** you choose without permission from this plan.
Are there services this plan doesn't cover?	**Yes.** Please refer to list of exclusion	Some of the services this plan doesn't cover are listed on page 4. See your policy or plan document for additional information about **excluded services**.

Questions: AultCare -Call 330-363-6360 or 1-800-344-8858 or visit us at www.aultcare.com.
UMR – Call 1-866-868-7241 or visit www.umr.com
For prescription detail call Caremark at 1-877-210-7006, or www.caremark.com.

- **Co-payments** are fixed dollar amounts (for example, $15) you pay for covered health care, usually when you receive the service.
- **Co-insurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is $1,000, your **co-insurance** payment of 20% would be $200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges $1,500 for an overnight stay and the **allowed amount** is $1,000, you may have to pay the $500 difference. (This is called **balance billing**.)
- This plan may encourage you to use **network providers** by charging you lower **deductibles**, **co-payments,** and **co-insurance** amounts.

Common Medical Event	Services You May Need	Your cost if you use a		Limitations & Exceptions
		Network Provider	Non-network Provider	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	20% coinsurance	30% coinsurance -UCR	--none--
	Specialist visit	20% coinsurance	30% coinsurance -UCR	--none--
	Other practitioner office visit	20% coinsurance for chiropractic and podiatry care	30% coinsurance for chiropractic and podiatry care-UCR	Coverage for chiropractic care is limited to 30 visits per calendar year.
	Preventive care/screening/immunization	No charge	30% coinsurance-UCR	Deductible Waived In-network; 1 Maximum Preventive exam per calendar year from age 2
If you have a test	Diagnostic test (x-ray, blood work)	20% coinsurance	30% coinsurance-UCR	--none--
	Imaging (CT/PET scans, MRIs)	20% coinsurance	30% coinsurance-UCR	--none--
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at www.caremark.com	Generic drugs	$5 Copay Retail $10 Copay Mail Order		Must use a contracted pharmacy Retail prescriptions limited to 30 day supply Mail Order prescriptions limited to 90 day supply. Specialty drugs must be filled through Caremark Specialty Pharmacy
	Preferred Brand drugs	$20 Copay Retail $40 Copay Mail Order		
	Non-preferred Brand drugs	$35 Copay Retail $70 Copay Mail Order		
	Specialty drugs	Generic and Brand copays apply		

Common Medical Event	Services You May Need	Your cost if you use a		Limitations & Exceptions
		Network Provider	Non-network Provider	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	30% coinsurance-UCR	--none--
	Physician/surgeon fees	20% coinsurance	30% coinsurance-UCR	--none--
If you need immediate medical attention	Emergency room services	$50/visit; 20% Coinsurance Non-true ER	$50/visit; 30% -UCR Coinsurance Non-true ER	Deductible Waived True ER; Copay may be waived if admitted
	Emergency medical transportation	20% coinsurance	20% coinsurance	Network deductible will apply.
	Urgent care	20% coinsurance	30% coinsurance-UCR	--none--
If you have a hospital stay	Facility fee (e.g., hospital room)	20% coinsurance	30% coinsurance-UCR	Precertification is required.
	Physician/surgeon fee	20% coinsurance	30% coinsurance-UCR	--none--
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	20% coinsurance	30% coinsurance-UCR	Coverage is limited to 30 visits per calendar year.
	Mental/Behavioral health inpatient services	20% coinsurance	30% coinsurance-UCR	Precertification is required. Coverage is limited to 30 days per calendar year.
	Substance use disorder outpatient services	20% coinsurance	30% coinsurance-UCR	Coverage is limited to 15 visits per calendar year.
	Substance use disorder inpatient services	20% coinsurance	30% coinsurance-UCR	Precertification is required. Coverage is limited to 30 days per calendar year.
If you are pregnant	Prenatal and postnatal care	20% coinsurance	30% coinsurance-UCR	--none--
	Delivery and all inpatient services	20% coinsurance	30% coinsurance-UCR	Precertification is required.

Common Medical Event	Services You May Need	Your cost if you use a		Limitations & Exceptions
		Network Provider	Non-network Provider	
If you need help recovering or have other special health needs	Home health care	20% coinsurance	30% coinsurance-UCR	Utilization Management approval required. Coverage is limited to 100 visits per calendar year.
	Rehabilitation services	20% coinsurance	30% coinsurance-UCR	Must be illness/injury related.
	Habilitation services	Not covered	Not covered	
	Skilled nursing care	20% coinsurance	30% coinsurance-UCR	Utilization Management approval required. Coverage is limited to 120 days per calendar year.
	Durable medical equipment	20% coinsurance	20% coinsurance	Utilization Management approval required for a single item with a purchase price over $1,000. Network deductible will apply.
	Hospice service	20% coinsurance	20% coinsurance	Utilization Management approval required.
If your child needs dental or eye care	Eye exam	Covered	Covered	Covered $33.00 examination yearly
	Glasses- Coverage offered through AultCare	Covered	Covered	Frame & Lenses Once every 24 month-Frames Benefit $50.00. Lenses-Single Vision $42.00, Bifocal $69.00, Trifocal $100.00, Lenticular $125.00 or Contract Lenses $110.00

Common Medical Event	Services You May Need	Your cost if you use a		Limitations & Exceptions
		Network Provider	Non-network Provider	
	Dental check-up- Coverage offered through AultCare	Covered	Covered	Calendar Year Deductible Amount; Individual $25.00, Family $50.00 Deductible waived for Preventive & Diagnostic Services. Copayments (%) Preventative & Diagnostic Services 100%, Basic Restorative Services 80%, Major Restorative Services 50%, Orthodontic Services 50%.
	Orthodontic Coverage – Dependent Child under age 19- Coverage offered through AultCare	1,000 Calendar Year Maximum	1,000 Calendar Year Maximum	Orthodontic Services are subject to a lifetime Deductible Amount of $100 per Dependent Child.

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)

- Acupuncture
- Cosmetic Surgery
- Hearing Aids
- Infertility Treatment
- Long Term Care
- Private Duty Nursing
- Routine Foot Care
- Weight Loss Programs

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)		
• Bariatric Surgery	• Chiropractic Care	• Non-Emergency Care when traveling outside the U.S

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, **contact the plan at 330-363-6360 or 1-800-344-8858.** You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact: AultCare Customer Service Center at 330-363-6360 or 1-800-344-8858, or send your appeal or grievance in writing to our Grievance and Appeal Coordinator at P.O. Box 6029, Canton, Ohio 44706-0910, the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 330-363-6360 /1-800-344-8858.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 330-363-6360 /1-800-344-8858.

Chinese (中文): 如果需要中文的帮助，**请拨打这个号码** 330-363-6360 / 1-800-344-8858.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwiijigo holne' 330-363-6360 / 1-800-344-8858.

This is only a summary. It in no way modifies your benefits as described in your plan documents. Please refer to your plan documents provided by your employer for complete terms of this plan.

Questions: AultCare -Call 330-363-6360 or 1-800-344-8858 or visit us at www.aultcare.com.
UMR – Call 1-866-868-7241 or visit www.umr.com

For prescription detail call Caremark at 1-877-210-7006, or www.caremark.com.

To see examples of how this plan might cover costs for a sample medical situation, see the next page.

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.

This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Having a baby
(normal delivery)

- **Amount owed to providers:** $7,540
- **Plan pays** $5,870
- **Patient pays** $1,670

Sample care costs:

Hospital charges (mother)	$2,700
Routine obstetric care	$2,100
Hospital charges (baby)	$900
Anesthesia	$900
Laboratory tests	$500
Prescriptions	$200
Radiology	$200
Vaccines, other preventive	$40
Total	**$7,540**

Patient pays:

Deductibles	$500
Co-pays	$40
Co-insurance	$1,130
Limits or exclusions	$0
Total	**$1,670**

Managing type 2 diabetes
(routine maintenance of a well-controlled condition)

- **Amount owed to providers:** $5,400
- **Plan pays** $4,470
- **Patient pays** $930

Sample care costs:

Prescriptions	$2,900
Medical Equipment and Supplies	$1,300
Office Visits and Procedures	$700
Education	$300
Laboratory tests	$100
Vaccines, other preventive	$100
Total	**$5,400**

Patient pays:

Deductibles	$250
Co-pays	$200
Co-insurance	$480
Limits or exclusions	$0
Total	**$930**

Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include **premiums**.
- Costs are based on individual coverage benefit levels.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network **providers**. If the patient had received care from out-of-network **providers**, costs would have been higher.
- Prescription drug costs (Prescriptions) shown in the Coverage Examples reflect information provided by the Plan's Prescription Benefits Manager.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how **deductibles, co-payments**, and **co-insurance** can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

✘ **No.** Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

✘ **No.** Coverage Examples are **not** cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your **providers** charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

✓ **Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

✓ **Yes.** An important cost is the **premium** you pay. Generally, the lower your **premium**, the more you'll pay in out-of-pocket costs, such as **co-payments, deductibles**, and **co-insurance**.