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An Agreement

between

The City of Canfield

and

The Ohio Patrolmen's Benevolent Association

Unit A: (Full-time Patrol Officers, Juvenile Officer, and Detective)
Unit B: (Full-time Dispatchers)
Unit C: (Full-time Sergeants)

Effective: January 1, 2016
Expires: December 31, 2017

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ARTICLE I PREAMBLE

This Agreement is hereby entered into by and between the City of Canfield, Ohio, hereinafter referred to as the "Employer" and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "OPBA".

ARTICLE 2 PURPOSE AND INTENT

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

1) To recognize the legitimate interests of the Employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment;
2) To promote fair and reasonable working conditions;
3) To promote individual efficiency and service to the Employer;
4) To avoid interruption or interference with the efficient operation of the Employers business; and
5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3 RECOGNITION

Section 1. The Employer agrees that, for the period of this contract it recognizes the OPBA as exclusive representative for negotiating wages and salaries, hours of work, and all other terms and conditions of employment for all regular full-time Patrol Officers, Juvenile Officers, and Detective (Unit A), regular full-time Dispatchers (Unit B), and regular full-time police Sergeants (Unit C) on the Canfield Police Department. The Employer and the OPBA agree to continue to negotiate with each other in good faith on all matters concerning the employment of said Employees.

Section 2. Whenever the context so requires the use of the term Officer shall refer to Bargaining Units A & C only. The use of the term Dispatcher shall refer to Bargaining Unit B only. The use of term Employee shall refer to all members of Bargaining Units A, B, & C.

Section 3. The Employer will furnish the OPBA with a list of all Employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new Employees as hired.

ARTICLE 4 DUES DEDUCTION

Section 1. During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the OPBA and the regular monthly OPBA dues from the wages of those Employees who have voluntarily signed dues deduction authorization forms permitting said deductions. No new authorization forms will be required from any Employees in the Canfield Police Department for whom the Employer is currently deducting dues.

Section 2. The initiation fees, dues or assessments so deducted shall be in the amounts established by the OPBA from time to time in accordance with its Constitution and Bylaws. The OPBA shall certify to the Employer the amounts due and owing from the Employees involved.

Section 3. The Employer shall deduct dues, initiation fees or assessments from each pay in equal deductions. If an Employee has no pay due on that pay date such amounts shall be deducted from the next or subsequent pay.

Section 4. A check in the amount of the total dues withheld from those Employees authorizing a dues deduction shall be tendered to the treasurer of the OPBA within thirty (30) days from the date of making said deductions.

Section 5. The OPBA hereby agrees to hold the Employer harmless from any and all claims, liabilities or damages which may arise from the performance of its obligations under this Article and the OPBA shall indemnify the Employer for any such claims, liabilities or damages that may arise.

ARTICLE 5 AGENCY SHOP

Section 1. All members of the bargaining units, as identified in Article 3 of this Agreement, shall either 1) maintain their membership in the OPBA, 2) become members of the OPBA, or 3) pay a service fee to the OPBA in an amount equivalent to the annual dues for membership in the OPBA, as a condition of employment, all in accordance with Ohio Revised Code §4117.09.

Section 2. In the event that a service fee is to be charged to a member of a bargaining unit, the Employer shall deduct such fee in the same manner as dues are deducted as specified in Article 4 of this Agreement, entitled "Dues Deduction".

ARTICLE 6 MANAGEMENT RIGHTS

Section 1. Except to the extent modified in this agreement, the Employer shall have the exclusive right to manage the operations, control the premises, direct the working force and maintain efficiency of operations. Among the Employers management rights are the right to hire, transfer, discipline, and discharge for just cause, lay off and promote; to promulgate and enforce work rules; to introduce new equipment, methods of performing work, or facilities; to determine the size, duties, and qualifications of the work force, and work schedules.

Section 2. Nothing in this agreement does or shall be interpreted to impair the right and responsibility of the Employer to:

a) Determine the overall mission of the Employer as a unit of government;
b) 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.
c) Direct, supervise, evaluate, or hire Employees;
d) Maintain and improve the efficiency and effectiveness of governmental operations;
e) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
f) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain Employees;
g) Determine the adequacy of the work force;
h) Effectively manage the work force;
i) Take actions to carry out the mission of the public Employer as a governmental unit.

ARTICLE 7 EMPLOYEE RIGHTS

Section 1. An Employee has the right to the presence and advice of an OPBA representative at all disciplinary interrogations, when the discipline can directly result in financial loss (i.e., suspension, demotion, or discharge).

Section 2. An Employee who is to be questioned as a suspect in any investigation of any criminal charge against the Employee shall be advised of their constitutional rights (i.e., Miranda Rights) before any questioning starts.

Section 3. Before an Employee may be charged with any violation of the Rules and Regulations (i.e., insubordination) for a refusal to answer questions or participate in an investigation, the Employee shall be advised that the Employee's refusal to answer such questions or participate in such investigation will be the basis of such a charge (i.e., Garrity Rights).

Section 4. Questioning or interviewing of an Employee in the course of an internal investigation will be conducted at hours reasonably related to the Employee's shift, unless operational necessities require otherwise, at the discretion of the Chief of Police or the Chief's designee. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. In addition, either the Employer or Employee may demand and record by such device as the Employer or Employee may deem appropriate, and a transcript may be prepared at the expense of the party demanding it.

Section 5. An Employee will be informed of the nature of any investigation of himself prior to any questioning. If the Employee being questioned is, at the time, a witness and not under investigation, the Employee shall be so advised, and the nature of investigation need not be stated to the Employee.

Section 6. An Employee may request an opportunity to review their own personnel file, add memoranda to the file clarifying any documents contained in the file and may have a representative of the OPBA present when reviewing their own file. A request by the Employee or their own duly appointed agent for copies of items included in his or her file shall be honored. All items in the Employee's file with regard to complaints and investigations will be clearly marked with respect to the final disposition.

Section 7. With respect to investigations which may result in criminal charges, a formal charge of misconduct shall be prepared in writing stating the matters which are under investigation and the charges which are being considered. If, during the course of an investigation this is determined, the formal written notice will be prepared and delivered to the Employee.

Section 8. In the course of an internal affairs investigation, a polygraph examination may be administered, with the Employee's consent.

Section 9. All complaints which may involve any type of discipline that can directly result in financial loss (i.e., suspension, demotion, or discharge) to an Employee, shall be in writing and signed by a complainant. The Employer will furnish a copy of the complaint to the Employee whom the complaint has been filed against when such Employee is notified of the investigation.

Section 10. Copies of this Agreement will be printed at the Employers expense and distributed to each member of the bargaining unit.

Section 11. Records of disciplinary actions shall be removed and destroyed three (3) years after the date of the alleged offense leading to disciplinary action or as soon thereafter as the same may be removed and destroyed pursuant to Public Records Laws or other laws of the State of Ohio and in accordance with the current records retention schedule of the City of Canfield.

Section 12. Should the Employer deem it necessary to adopt standards of proficiency in the areas of education, weapons qualifications and physical and mental competency exams, then the Employer shall give written notice to the OPBA of such intent and shall meet and confer prior to implementation. Any implementation by the Employer of such standards and/or examinations shall include; notice to OPBA of the standards to be met, the consequences of non-compliance or failure to meet testing requirements, and a reasonable time period within which the Employee must satisfy the requirements implemented.

ARTICLE 8 NO STRIKE

Section 1. The Employer and the OPBA agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement.

Section 2. Neither the OPBA nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other interference with the normal operation of the Employer. A breach of this Section may be grounds for discipline.

Section 3. The OPBA shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no strike" clause.

Section 4. In the event of a violation of the "no-strike" clause, the OPBA shall promptly notify all Employees in a reasonable manner that the strike, work stoppage or slowdown, or other interference with normal operations of the Employer is in violation of this Agreement, unlawful and not sanctioned or approved of by the OPBA. The OPBA shall direct the Employees to return to work immediately and advise Employees if they do not return to work immediately that such violation shall be automatic and sufficient grounds for immediate disciplinary action, including lawful discharge.

Section 5. The Employer shall not lock out any Employees for the duration of this agreement.

ARTICLE 9 WORK RULES

Section 1. The Employer agrees to furnish the Labor Management Committee, as established in Article 44, with written notice of the Employer's intention to make changes in department rules, policies or procedures that would affect the terms and conditions of employment of Employees. If the Labor Management Committee does not respond in writing within seven (7) working days of the date of receipt of such written notice, the Employer may assume the Labor Management Committee does not wish to bargain on the proposed changes. Should the Labor Management Committee respond within seven (7) working days from the date of receipt of such written notice, the Employer agrees to bargain with the Labor Management Committee in order to freely exchange information, opinions and proposals relating specifically to the proposed changes prior to their enactment or within a reasonable time after the enactment of an emergency rule. The Employer shall furnish the Labor Management Committee with a copy of such changes and inform them of the proposed implementation plans. Upon request, the Employer shall provide the Labor Management Committee with or access to available resource materials, studies or data relating to the merits of the proposed changes prior to said meeting with the Employer.

ARTICLE 10 DISCIPLINE

Section 1. Disciplinary action taken by the Employer that may result in demotion, suspension, and/or discharge shall only be for just cause. Except in cases of gross misconduct, the concept of progressive discipline will be adhered to.

Section 2. A non-probationary Employee who is, demoted, suspended, or discharged shall be given written notice regarding the reason or reasons for the action. The Employee shall be informed of the right to confer with a representative of the OPBA.

Section 3. Any Employee who is, demoted, suspended or discharged may file an appeal of such action, in writing, through the grievance procedure contained herein within five (5) days following the receipt of notice of any such order of demotion, suspension, or discharge.

Section 4. An Employee shall be disciplined only for violation of established rules and regulations of the Employer. Such rules shall be equitably applied to all Employees.

Section 5. In areas of discipline that are non-criminal in nature, the Employer shall take disciplinary action within a period of no later than thirty (30) calendar days from when the Employer becomes cognizant of the alleged infraction. (Note to this sentence: - If an infraction is initiated as criminal in nature and then is found to be non-criminal, the 30-day disciplinary period commences

with the time the infraction is deemed non-criminal.) If such disciplinary action is not taken against the Employee within such period of time, the disciplinary action is deemed withdrawn. In areas of discipline that are criminal in nature, the Employer may take disciplinary action within a period of no later than thirty (30) calendar days from when all court proceedings are concluded, however, this thirty (30) calendar days will not extend past any codified statutes of limitations. A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or holidays as provided for in this agreement. All times within this section may be extended by mutual written agreement.

Section 6. Records of supervisory intervention, warning, written reprimand, suspension, or reduction shall cease to have force and effect thirty six (36) months from the date of issuance.

Section 7. (a) When an employee is charged with a misdemeanor or felony, the employer shall schedule a pre – disciplinary hearing within 10 days. An employee may be placed on administrative leave with pay at any time during the process, if the appointing authority determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the employer's operation

(b) Unless the employee is granted their Garrity Rights, they shall be placed on administrative leave until the matter has been adjudicated. The first 30 days shall be with pay. The employer may place them on unpaid administrative leave, after the 30 days. The pre – disciplinary hearing would be held in abeyance until the matter has been resolved in the courts. The Employee may use any accrued time, other than sick leave, while on administrative leave without pay.

(c) An employee may be placed on administrative leave with pay or suspended for cause if they are granted their Garrity Rights and the reason for the suspension is based on a misdemeanor, (related to Uniform Standards of Conduct #1), or a felony. If after 30 days, the complaint has not been resolved in Court, the employer may place on administrative leave without pay or suspend the employee, until the matter has been adjudicated. If such suspension is imposed, its outcome is subject to the grievance and arbitration procedure. The Employee may use any accrued time, other than sick leave, while on administrative leave without pay.

(d) Once the case has been fully adjudicated, the employer shall have 10 days to re-open the pre-disciplinary hearing. If the employee is found to be innocent of the criminal and administrative charges, they shall be made whole for all time lost.

ARTICLE 11 ASSOCIATION REPRESENTATION

Section 1. The parties recognize that it may be necessary for an Employee representative of the OPBA to leave a normal work assignment while acting in the capacity of representation. The OPBA recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain approval from the Chief of Police, the Chief's designee or, if no person is designated, then through the established chain of command. The Employer will compensate a representative at the appropriate rate for time spent in good faith processing of grievances, and at any meetings at which the Employer requests a representative be present.

Section 2. Two members of each bargaining unit on the Negotiating Committees shall be allowed reasonable time off to participate in collective bargaining meetings with the Employer, if held during a member's regular working hours without loss of pay.

Section 3. An approved leave of up to five (5) working days for every two (2) years may be granted to two members of the OPBA Negotiating Committee for the purpose of attending OPBA conventions. A minimum of thirty (30) calendar days written notice shall be provided to the Employer prior to taking such leave. Leave for this purpose shall be unpaid.

Section 4. Duly authorized representatives of the OPBA shall have access to the Canfield Police Department premises for the purpose of transacting official OPBA business consistent with this

Agreement, provided that this shall not interfere or disrupt the normal conduct of the Canfield Police Department affairs.

Section 5. The OPBA shall be permitted use of the Canfield Police Department copy machine.

ARTICLE 12 GRIEVANCE PROCEDURE

Section 1. Every Employee shall have the right to present their own grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by a person of their own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 2. For the purposes of this procedure, the below listed terms are defined as follows:

a) Grievance - A "grievance" shall be defined as an allegation that a specific term of this agreement is being violated.

b) Grievant - The "grievant" shall be defined as any Employee, or group of Employees, within the bargaining unit, or OPBA.

c) Party in Interest - A "party in interest" shall be defined as any Employee of the Employer named in the grievance that is not the grievant.

d) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or holidays as provided for in this agreement.

Section 3. The following procedures shall apply to the administration of all grievances filed under this procedure.

a) All grievances shall be in either written or typed form utilizing only the OPBA official grievance form, which shall include the name and position of the grievant, the identity of the provisions of this agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant; a general statement of the nature of the grievance and the redress sought by the grievant; and shall be delivered to the Chief of Police by the grievant and/or an active member of the current bargaining unit or business agent. The grievance form shall be signed by the grievant or union representative or OPBA business agent upon delivery.

b) All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant.

c) The grievant may choose whomever the grievant wishes to represent him at any step of the grievance procedure.

d) The existence of this Grievance Procedure, hereby established, shall not be deemed to require any Employee to pursue the remedies herein provided and shall not impair or limit the right of any Employee to pursue any other remedies available under law, except that any Employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.

e) The time limits provided herein will be strictly adhered to and any grievance not filed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall be automatically sustained in favor of the grievant. The time limits specified for either party may be extended only by mutual written agreement. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

g) Nothing contained herein shall be construed as limiting the right of any Employee having a potential grievance to discuss the matter informally with any appropriate member of the administration and having said matter adjusted without the intervention of the OPBA, provided that the adjustment is not inconsistent with the terms of this Agreement and provided that the Employee may have an OPBA representative present if they so desire. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.

Section 4. All grievances shall be administered in accordance with the following steps of the grievance procedure:

Step I: An Employee who believes they may have a grievance shall notify the Chief of Police or the Chief's designee in writing of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Chief of Police or the Chief's designee will schedule an informal meeting with the Employee and an OPBA representative, if such representation is requested by the Employee, within ten (10) days of receipt by the Chief of Police or the Chief's designee of the notice of the Employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally, and a written statement of resolution or failure to resolve shall be prepared and provided to the grievant and the party in interest, within five (5) days of the meeting.

Step 2: If the grievant or any party in interest is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the City Manager within five (5) days from the date of the rendering of the decision at Step 1. Copies of the written decisions shall be submitted with the appeal. The City Manager or the City Manager's designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant, their own OPBA representative and any other party necessary to provide the required information for the rendering of a proper decision.

Step 3: The City Manager or the City Manager's designee shall issue a written decision to the Employee and their own OPBA representative within fifteen (15) days from the date of the hearing. If the union is not satisfied with the decision at Step 2, they may proceed to arbitration pursuant to the Arbitration procedure herein contained.

ARTICLE 13 ARBITRATION PROCEDURE

Section 1. In the event a grievance is unresolved after being processed through all the steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 2, the union may submit the grievance to arbitration. Upon receipt of a demand to arbitrate the parties will promptly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of arbitrators and will choose one by the alternative strike method.

Section 2. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement, unless it is the specific unresolved issue of Mid-Term Bargaining.

Section 3. The hearing or hearings shall be conducted pursuant to the Rules of the FMCS.

Section 4. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses will be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 5. An Employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at the regular hourly rate during required attendance. Any request made by either party for the attendance of witnesses shall be made in good faith.

Section 6. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 14 NON-DISCRIMINATION

Section 1. The Employer and the OPBA agree not to discriminate against any Employee(s) on the basis of race, religion, color, creed, national origin, age, sex, sexual orientation or handicap.

Section 2. The OPBA expressly agrees that membership in the OPBA is at the option of the Employee and that it will not discriminate with respect to representation between members and non-members.

ARTICLE 15 GENDER AND PLURAL

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

ARTICLE 16 CONFORMITY TO LAW

Section 1. This Agreement shall supersede any present and future city laws, applicable rules or regulations.

Section 2. If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

ARTICLE 17 OVERTIME PAY

Section 1. Employees are eligible for overtime compensation for any hours compensated or worked in excess of eight (8) hours in one day or for any hours compensated or worked in excess of forty (40) in one week, when approved in writing by the Chief of Police or the Chief's designee. The Employee shall be compensated, at the Employee's election, either at (a) the rate of one and one-half (1 1/2) times the Employee's adjusted regular hourly rate for hours worked or (b) by "compensatory time off" computed at a rate of one and one-half (1 1/2) times the hours worked. The maximum accumulation of "compensatory time off" is 100 hours. The Chief of Police or the Chief's designee may refuse requests for using "compensatory time off" if it results in overtime for another Employee.

Section 2. For payroll reporting, scheduling, holiday pay and overtime computing, all shifts starting at 10:00 p.m. or after shall be considered as falling on the following day (Example: A shift that begins at 10:00 p.m. on February 2nd, will be considered as falling on the midnight turn for February 3rd. The same for the 11:00 p.m. shift. A shift beginning at 9:00 p.m. on February 2nd will be considered as falling on the afternoon turn on February 2nd.)

Section 3. The "compensatory time off" options contained in this Article shall be offered only to the extent consistent with the Fair Labor Standards Act.

Section 4. Whenever approved by the Chief or the Chief's designee, off duty Employees, called in to work, scheduled for a special detail (i.e., administrative or teaching assignment, filling in for a vacant shift, and calls outs), or appearing in court or at hearings on behalf of the Employer shall be compensated as described in Section 1 of this Article, and in no event shall be compensated for less than four (4) hours regular time, which may be taken as paid or "compensatory time off" overtime.

Section 5. All Employees who are not scheduled to work, but are required to attend departmental meetings, firearms practice, training sessions, K-9 Training, qualifications and testing (i.e., annual Physical Fitness Assessment, Data master testing, Range Qualifications, Range Practice, etc.), or uniform fittings - when the uniform item is provided by the department - shall be compensated as set forth in Section 1 (a) or (b) of this Article.

Section 6. The Employer or its designee shall rotate all overtime opportunities among the full-time Employees, except as provided herein, in accordance with rotational lists (one consisting of Unit A & C and another list consisting of Unit B). The Chief of Police or the Chief's designee may post the rotational list for Employees to sign or may elect to make notification by other means as outlined below. The Employee first on the rotational list shall have first opportunity to accept or reject overtime; upon acceptance or rejection that Employee shall rotate to the end of the list and all other Employees shall move up on the list until the next overtime opportunity is offered. All full-time Employees shall have the first rights to accept or reject the overtime before it is offered to any part-time Employees for a.) a regularly scheduled shift (one day) when the call off occurs more than four (4) hours prior to the scheduled start of the shift, b). overtime for the Canfield Fair, the Canfield Car Show, c). client paid overtime, d) the Fourth of July Parade Detail, and e) the First Night/New Year's Eve Detail. Part-time Employees may be offered the following overtime opportunities before they are offered to full-time Employees, including, but not limited to:

1. Vacation replacement;
2. "Compensatory time off" replacement;
3. Personal Day replacement;
4. Leave of absence (including disability leave);
5. OPBA leave for meetings and conferences;
6. Replacement of an Employee on OPBA business (i.e., representation & negotiations);
7. Holidays;
8. Sick leave or injury leave, except that a Full Time Employee will be offered the first day of said leave if the call off is made with more than four (4) hours notice;
9. Jury duty leave;
10. Funeral leave;
11. Replacement of Employees who are attending training schools or seminars.

Section 7. The Employer shall maintain and post a roster of overtime assignments on the bulletin board in the Police Department. Employees on vacation, "compensatory time off", sick leave (unless actually sick or injured), or other leave of absence may be offered overtime if they are readily available. An overtime opportunity may be assigned or determined by the Chief or the Chief's designee provided the over-time opportunity requires the performance of a special skill or such overtime involves the performance of a task, which has been undertaken by the particular Employee. Any over-time opportunities that arise with less than four (4) hours notice and require immediate assignment may be assigned to any Employee as determined by the Chief or the Chief's designee. No Employee, as a result of application of this Section 5 shall be required to work more than twelve (12) continuous hours except under emergency circumstances.

In addition to the posting of overtime opportunities on a signup sheet using a rotational list system (as outlined previously in this section) and while following the rotational list system, notification

may, at the Chief's discretion, or the Chief's designee's, be attempted through direct communication or by radio if the Employee is on duty. If the Employee is not on duty, notification will be attempted first by calling the Employee's phone and leaving a message (Note: If an answer phone or other person answers). If the Employee does not personally answer the phone, notification will also include a page. The Employee will be given five minutes to return a call to the station in order to accept or decline the overtime opportunity. If the Employee does not call back within the allotted time period, the Employee will forfeit all contractual rights to the overtime opportunity.

Section 8. Dispatchers accumulating compensatory time will not be denied the time off due to the fact that the day may run in conjunction with an Officer's day off, whether by vacation, compensatory, personal day or sick leave.

Section 9. "Compensatory time off" should not be requested for Independence Day celebration times, New Year's Eve/First Night celebration times, the week of the Canfield Fair, or Holidays, except for members of Bargaining Units A and C who work a shift that is determined by Chief or the Chief's designee as not being a business necessity.

Section 10. Upon the death of an Employee, the former employee's last check shall include an amount equal to the sum of accumulated compensatory hours at the Employee's current rate of pay.

Section 11. In the event that a shift can not be filled, the Chief or the Chief's designee may order an Employee to work starting with the Employee with the lowest seniority, however no Employee shall be required to work more than twelve (12) continuous hours except under emergency circumstances.

Section 12. Officers working client paid details will be compensated with pay only, at a rate of $25 per hour or as mutually agreed upon, with the exclusion of Canfield Fair details and CVSA examinations which will be compensated pursuant to Section 1a of this Article.

ARTICLE 18 WORK SCHEDULES AND SENIORITY

Section 1. Seniority or Departmental Seniority is defined as an Employee's total length of continuous full-time service with the Police Department, beginning with the date of his or her appointment as a full-time Employee of the Police Department. It is agreed that any Employee who voluntarily resigns or is discharged for just cause shall suffer loss of seniority rights. Seniority in rank shall be defined as the total continuous full-time service with the Police Department in a particular rank. Sergeants will regain full Seniority or Departmental Seniority in the event they return to the rank of patrol officer or patrolman for whatever reason.

Section 2. Effective January 1, 2000, the probationary period shall be twelve (12) months for all Dispatchers, Patrol Officers, and Sergeants positions.

Section 3. Each Employee shall regularly be scheduled to work five consecutive eight-hour days, with two consecutive days off. Such scheduled work days and hours are subject to lay-off or reduction in force by the Employer. The eight-hour work day is inclusive of a one-half hour lunch or dinner break. A one-half hour lunch or dinner break may be taken when it is practical to do so.

Section 4. Employees shall be able to trade shifts, on a temporary basis with approval of the Chief of Police or the Chief's designee.

Section 5. Employees shall be allowed to bid for work shifts which will be implemented each January and July that this Agreement is in force and at any time the schedule is changed due to incurred vacancies in staffing numbers. Bid procedure for members of Bargaining Unit A and Unit B shall utilize Departmental Seniority preference and will not include those Employees who are assigned to perform the duties of K-9 Handler, School Resource Officer MCCTC, and Detective. Bid procedures for members of Bargaining Unit C shall utilize Seniority in Rank preference. The schedule will be posted in December and June for review and bidding.

ARTICLE 19 HOLIDAYS

Section 1. All full-time Employees shall receive the following paid holidays:

1) New Years Day, 2) Martin Luther King Day, 3) President's Day, 4) Good Friday, 5) Easter, 6) Memorial Day, 7) Independence Day, 8) Labor Day, 9) Veteran's Day, 10) Thanksgiving Day, 11) Day after Thanksgiving Day, 12) Christmas Eve, 13) Christmas Day.

Section 2. An Employee who is scheduled to work a normal week, regardless of holiday, will be paid by the seventh day of December, at the Employee's current regular rate of pay, for the number of holidays since the previous December 15. If the Employee works less than a full year, then the holiday pay will be prorated to reflect only the holidays which occurred while the Employee was employed by the Employer. Employees shall not have holiday pay reduced due to scheduling, sick days, vacation, or other paid leave.

Section 3. An Employee who works on a holiday shall receive compensation at a rate of one and one half (1 1/2) times the adjusted regular rate of pay for that day, in addition to the regular holiday pay. (Note: If the Employee exceeds eight hours on a holiday, the Employee will be compensated at a maximum of 2 & 1/4 times the adjusted regular rate of pay for that period of time).

Section 4. Only one person per bargaining unit will generally be given vacation time off with the approval of the Chief of Police or the Chief's designee on each holiday. Other than the aforementioned vacation time off, personal days and compensatory time off should not be scheduled for holidays, except for members of Bargaining Units A and C who work a shift that is determined by Chief or the Chief's designee as not being a business necessity.

ARTICLE 20 VACATIONS

Section 1. All provisions of Section 9.44 of the Ohio Revised Code have been considered in bargaining for this Article of the Collective Bargaining Agreement.

Section 2. Employees shall accumulate vacation days at the following rates: If the employee is in full pay status for at least twenty (20) days during such month

Years of Service - After	Accumulative Rate
1 month through 3 years	5/6 of a day per month
3 years through 5 years	1 day per month
5 years through 10 years	1 1/4 day per month
10 years through 15 years	1 1/2 days per month
15 years through 20 years	1 3/4 days per month
20 years through 25 years	2 days per month
25 years and more =	2 1/2 days per month

Each non-probationary Employee shall take at least five (5) days vacation per year and may accumulate a maximum number of twenty-five (25) days. It is the responsibility of the Employee to plan ahead and "use or lose" the vacation time.

Section 3. Earned vacation shall be calculated and reported to Employees each pay period.

Section 4. Vacation time shall be taken at a time approved of by the Chief of Police or the Chief's designee. Vacation time off should not be scheduled for Independence Day celebration times or the week of the Canfield Fair.

Section 5. An Employee who has earned vacation time by reason of being employed by the Canfield Police Department shall be able to transfer their vacation time to another City of Canfield department should the Employee elect such a transfer.

Section 6. Upon the death of an Employee, or retirement or resignation of an Employee who has put in a minimum of two weeks notice, and has unused vacation time, the Employee or estate of the Employee shall be paid for any accumulated and unused vacation time at the current regular rate, subject to a maximum of twenty-five (25) days.

Section 7. Vacation dates will be bid for annually by Departmental Seniority for Bargaining Unit A and Bargaining Unit B and by Seniority in Rank for Bargaining Unit C. The initial round of bidding will be conducted prior to January 1 of each year and will be limited to a maximum of ten (10) days, five (5) of which must be consecutive. After the initial round is complete, a second round of bidding will be conducted during which the remainder of available vacation days may be selected without restriction. Remaining vacation days may then be requested. Bargaining Unit Members will only have to bid against other Bargaining Unit Members for vacation dates and will not suffer vacation restrictions because members of another bargaining unit have made similar vacation date requests.

During the first round of bidding, each member of each bargaining unit may only bid on three holidays, provided these holidays are not already taken and provided that these holidays should not include Independence Day celebration times and Labor Day.

Section 8. An Employee that qualifies for "Family Leave" to care for a spouse, son, daughter or parent with a "serious health condition" may request in writing a one-year advance on vacation time. Said request may be approved by the Manager after reviewing medical certifications. Said advance shall be granted only once per "serious health condition." Said vacation advance shall not entitle the Employee to payment upon Employee's termination of service, whether voluntary or involuntary." (For the purpose of this Agreement, the terms "family leave" and "serious health condition" shall be defined as provided in the Family and Medical Leave Act of 1993).

ARTICLE 21 SICK LEAVE

Section 1. Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the Employee or "immediate family" as defined in Section 7; 2) exposure by the Employee to contagious disease communicable to other Employees; 3) serious illness, injury, childbirth by the Employee or Employee's spouse, or death in the Employee's immediate family; or 4) medical, dental, or optical examination or treatment which prevents the Employee from performing assigned duties.

Section 2. All full-time Employees shall earn sick leave at the rate of five (5) hours per pay [ten (10) hours per month or one and one-quarter (1 1/4) days per month] and may accumulate such sick leave to a maximum of 2000 hours (250 work days); provided, however, that an Employee shall not earn sick leave for any month unless the Employee is in full pay status for at least twenty (20) work days during such monthly period.

Section 3. An Employee who is to be absent on sick leave shall notify the supervisor of such absence and the reason therefor at least one (1) hour before the start of their work shift each day the Employee is to be absent. An Employee who becomes ill or injured on duty shall be entitled to sick leave and shall notify their supervisor prior to leaving. Such notice and reason may be required to be confirmed in writing by the Employee upon return to work.

Section 4. Sick leave may be used in segments of not less than one (1) hour.

Section 5. Before an absence may be charged against accumulated sick leave, the Chief of Police or the Chief's designee may require the Employee to furnish a satisfactory medical excuse for absences of three (3) days or greater indicating that the absence was caused by illness or any causes listed in this Article.

Section 6. Any abuse of sick leave shall be just and sufficient cause for discipline as may be determined by the Chief of Police or the Chief's designee. In the event the Employer determines that there is probable cause to believe that an Employee may be physically or mentally unfit to perform their job, the Employer may require a physical or mental examination, at its expense to determine fitness for the job. The Employee may submit similar medical evidence and if such

evidence is contradictory the Employer and Employee's physicians shall select a third physician whose opinion of fitness shall be binding upon the parties. All medical costs shall be at the Employer's expense.

Section 7. When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the Employee's spouse, children or parents. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the Employee's mother, father, spouse, former spouse, child, brother, sister, father-in-law, mother-in-law, grandparents and grandchildren.

Section 8. An Employee who transfers from this department to another department of the Employer shall be allowed to transfer their accumulated sick leave to the new department.

Section 9. Upon the death, of an Employee who has at least five (5) years of continuous full-time service to the City of Canfield, or upon the retirement of a full time Employee who has at least ten (10) years of continuous full-time service with the City of Canfield; such Employee or their estate shall be entitled to receive a cash payment equal to their daily rate of pay at the time of death or retirement, multiplied by twenty-five percent (25%) of the total number of accumulated but unused sick days earned by the Employee, as certified by the Finance Director. Not withstanding the above, the number of days shall not exceed sixty (60).

Section 10. An Employee that qualifies for "Family Leave" to care for a spouse, son, daughter or parent with a "serious health condition" may request in writing a one-year advance on sick leave. Said advance shall be granted only once per "serious health condition." Said request may be approved by the Manager after reviewing medical certifications. Said sick leave advance shall not entitle the Employee to payment upon Employee's termination of service, whether voluntary or involuntary.

Section 11. If any absence will be the result of any cosmetic medical procedure that qualifies as sick leave, then the scheduled sick leave time off will be bid against vacation time off, after the second round of bidding is conducted in the preceding December, and will be requested, approved, or denied under the same restrictions imposed on vacation time.

ARTICLE 22 SICK LEAVE BONUS

A Sick Day Bonus of one (1) day's pay will be paid on May 30th of each year to those full-time Employees who have taken no sick days for the period November 16th through May 15th. A Sick Day Bonus of one (1) day's pay will be paid on November 30th of each year to those full-time Employees who have taken no sick days for the period May 16th through November 15th.

ARTICLE 23 INJURY LEAVE

Section 1. When an Employee is injured in the line of duty while actually working for the Employer, the Employee shall be eligible for leave with compensation not to exceed ninety (90) calendar days, provided the Employee files for Worker's Compensation and signs a waiver assigning to the Employer those sums of money (temporary total benefits) the Employee would ordinarily receive as their weekly compensation as determined by law for those number of weeks the Employee receives benefits under this Article. An Employee who is injured in the line of duty shall be permitted to leave work immediately to receive medical treatment, and shall notify their supervisor prior to leaving, and shall not suffer loss of that shift's pay as a result.

Section 2. If at the end of this ninety (90) day period, the Employee is still disabled, the paid leave may, at the Employer's sole discretion, be extended for an additional period(s).

Section 3. The Employer shall have the right to require the Employee to have a physical exam by a physician appointed and paid by the Employer resulting in the physician's certification that the Employee is unable to work due to the injury as a condition precedent to the Employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the

Employee is actually disabled or not, and whether the Employer will extend the period of leave. The Employer shall have the right to obtain periodic reports from the physician.

Section 4. Watches, up to a maximum of $100.00 and glasses shall be repaired or replaced by the Employer when damaged or destroyed in the line of duty. Dentures damaged or destroyed in the line of duty shall be repaired or replaced by the Employer. However, the Employee must file a claim with the Worker's Compensation Bureau and any payment received from Worker's Compensation shall be signed over to the Employer.

ARTICLE 24 PERSONAL LEAVE

All Employees shall, in addition to all other leave benefits, be granted one (1) paid personal leave day each calendar year to be taken (or lost) by May 30th of the succeeding year, with the advance approval of the Chief of Police or the Chief's designee. Personal Leave time off should not be scheduled for Independence Day celebration times, New Year's Eve/First Night celebration times, the week of the Canfield Fair, or holidays.

ARTICLE 25 FUNERAL LEAVE

An Employee shall be granted time off with pay (not to be deducted from the Employee's sick leave) for the purposes of attending the funeral of a member of the Employee's family as defined in Section 7 of Article 21. The Employee may request to a maximum of four (4) work days for each death in the immediate family.

ARTICLE 26 JURY DUTY LEAVE

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

ARTICLE 27 LEAVE OF ABSENCE

Section 1. At the Employee's request, the Employer may authorize leave of absence, without pay, for a period not to exceed three (3) months, provided fourteen (14) days notice is submitted.

Section 2. The Employer may place an Employee on paid "Administrative Leave" for up to twenty (20) working days for any stated purpose. Extension of paid "Administrative Leave" may be granted by the Employer.

Section 3. The Employer may place an Employee from a Bargaining Unit on unpaid "Specific Administrative Leave" from the Bargaining Unit for up to three (3) years for the specific purpose of appointment to the position of Chief of Police. Extension of "Specific Administrative Leave" may be granted by the Employer every three (3) year period for an indefinite period of time. If at any point in time the Employee resigns, is demoted, or removed from the specific position of Chief of Police, the Employee shall maintain full rights under the contract based on "seniority" (i.e., hiring date for the original bargaining unit position).

ARTICLE 28 FAMILY LEAVE

Section 1. An Employee, who has been employed by the City of Canfield for at least twelve (12) months and has worked 1250 hours during the twelve-month period preceding the request for family leave, is an "eligible Employee" for family leave.

Section 2. Family leave is Twelve (12) weeks (60 working days), is unpaid and shall be granted to an "eligible Employee"

A. Because of the birth of a son or daughter of the Employee and in order to care for such son or daughter.

B. Because of the placement of a son or daughter with the Employee for adoption or foster care.

C. Because of a serious health condition of the Employee that makes the Employee unable to perform the functions of the job.

D. Because of the need to care for the Employee's spouse, son, daughter or parent with a "serious health condition."

Section 3. An "eligible Employee" shall be granted, when requested, a total of twelve (12) weeks (60 working days) of family leave within the first twelve (12) months after a baby's birth or placement.

Section 4. Family leave may be taken by either parent.

Section 5. Leave for the birth or placement of a child must be taken in one block of time, unless approved by the Employer. Leave for the "serious health condition" of the employee, employee's spouse, son, daughter or parent may be intermittent.

Section 6. During family leave, the eligible Employee shall first use all accumulated vacation, compensatory time and sick leave. However, the Employee may request to reserve some portion of his or her vacation, compensatory time and sick leave, not exceeding a total of fifteen (15) days. Then, the Employee shall take the balance of family leave as unpaid leave.

Section 7. An Employee is required to request leave in writing thirty (30) days prior to commencement, if possible. The Employer may request medical certification regarding the "serious health condition" and the probable duration of care.

Section 8. If both parents are employed by the same Employer, the total amount of leave provided shall not exceed twelve (12) weeks (60 working days).

Section 9. During the unpaid leave, all health care and life insurance benefits will be paid by the Employer.

Section 10. If an Employee elects not to return to work after the expiration of the family leave, the Employer may recover from the Employee the cost of medical premiums paid during the unpaid portion of the leave.

ARTICLE 29 OFFICER PROMOTIONS to classified positions (i.e., Detective and Sergeant)

Section 1. Within ninety (90) days of the effective date of a vacancy, the Employer shall list the skills, knowledge and abilities and establish the selection criteria for the vacant position. The position shall then be posted for seven (7) days. Interested Officers must submit a letter of intent within 10 days of this initial posting to the Employer. If no letter of intent is submitted within the 10 day period, the Employer may appoint an Officer at the Employer's discretion.

Section 2. Within ninety (90) days of posting the vacancy, the Employer shall, appoint from the interested Officers.

Section 3. The probationary period for all promotions shall be twelve (12) months. The Police Chief may recommend to the City Manager the waiver of the probationary period. Sufficient documentation shall accompany said recommendation to justify the waiver. The City Manager may approve any waiver of the probationary period in writing.

Section 4. Bargaining unit members who are participating in any promotional process shall be allowed reasonable time off to participate in the promotional process without loss of pay, if any testing is held during a member's regular working hours. Bargaining unit members who are participating in any promotional process will not receive any additional compensation.

ARTICLE 30 COMPENSATION

Section 1. Effective January 1 of each year of the contract, the annual compensation paid shall be as follows

	2016 1.25%	2017 1.25%
Sergeants (5)		
Assistant to Chief (1)	69,421	70,289
Sergeants (4)	67,399	68,241
Position/Assignments		
Detective (2)	62,217	62,995
K-9 Handler (1)	61,044	61,807
SRO (2)	61,044	61,807
Patrol Officer (9)		
After 48 Months	60,147	60,899
After 36 Months	57,430	58,148
After 24 Months	54,722	55,406
After 12 Months	52,013	52,663
Probationary	49,305	49,921
Dispatchers (5)		
After 48 Months	48,291	48,895
After 36 Months	44,717	45,276
After 24 Months	41,405	41,923
After 12 Months	38,338	38,817
Probationary	35,499	35,943

Section 2. For purposes of determining, where appropriate, regular hourly rate of pay, the above amounts shall be divided by 2,080 hours and the result shall be the regular hourly rate of pay.

Section 3. Officers that are in the step process (i.e. years 1-3) and given an assignment (S.R.O. or K9) shall only receive additional compensation in addition to their current step.

ARTICLE 31. Sick Leave and Vacation Cash Out

Section 1. Participation in this Article will not commence until January 1, 2013.

Section 2. In addition to the maximum severance pay allowable by this agreement, employees who have a minimum of 20 years of service credit with OP&FRS, or 23 years of service credit with PERS, may request to convert their sick leave and vacation leave hours earned.

Section 3. Conversion of such leave shall be limited to a combined maximum of two hundred forty (240) hours of sick leave per year or a maximum of two hundred (200) hours of vacation leave per year, or any combination of both up to a maximum combined total of two hundred forty (240) hours per year. Enrolling in the sick/vacation leave cash out will not interfere with the employees' eligibility to earn a sick leave bonus.

Section 4. Employees may make the request for the following distribution of the outstanding sum of accumulated sick time and vacation as follows.

1) written request to the employer at least ninety (90) days in advance.
2) letter of understanding signed by the employee and employer that specifies, upon option selection, the final distribution (including all related payroll taxes and retirement deduction, etc.), of converted leave calculated at current dollar value at time of request.

Section 5. Option 1:

Three years accumulated sick and vacation entitlement shall be divided equally over three (3) years payroll at current dollar value at time of request.

Option 2:

Two (2) years accumulated sick time and vacation entitlement shall be divided equally over two year payroll at current dollar value at time of request.

Option 3:

One (1) year accumulated sick time and vacation entitlement shall be divided over one (1) year payroll at current dollar value at time of request

Section 6. Upon notice from an employee for selecting the desired option, the following shall apply:

1) The employer will value accumulated time hours at the current effective rate:
2) Applicable percentages will be applied based upon the option selected. The buy-out value will be divided by appropriate remaining payrolls:
3) The employer and the employee will enter into an agreement setting the increased wages based upon the calculation:
4) any sick time or vacation entitlement required by the employee subsequent to "notification date" will be taken from subsequent sick time and vacation entitlement earned by the employee:
5) in the event of catastrophic illness or documented extenuating medical circumstances and upon the discretion of the Employer:
    a) The agreement between the employee and employer shall be suspended
    b) The employer shall restore the employees sick time and vacation entitlement distribution back to the beginning date of notification
    c) payments already made to the Employee under the original agreement shall be subtracted

Section 7. If either of the pensions change from the present three highest year format, either party may re-open the contract to add additional options that take said changes into consideration.

ARTICLE 32 EDUCATIONAL AND OTHER PAYS

Section 1. Each full-time Officer who enrolls in and satisfactorily completes a college level law enforcement course (or related field of study), or a required or elective course, approved by the Chief of Police, at an accredited institution which can be applied toward a, bachelor's degree or master's degree in law enforcement or related field, as determined and approved by the Chief of police, will receive 50% reimbursement for tuition, parking, and books, provided the Employee provides the Employer with receipts and proof of completion of courses and maintains academic good standing or a 3.0 accumulative grade point average. Each full-time Officer anticipating enrollment for college level classes shall notify the Police Chief of their intent at least thirty (30) days in advance of said enrollment. The Police Chief may accept or reject notifications filed with less than thirty (30) days notice. For each quarter or semester of reimbursement, reimbursement shall not exceed equivalent fees at Youngstown State University. The equivalency rates for institutions other than Y.S.U. will be determined by calculating an equivalent per/quarter or per/semester rate for Y.S.U.

Section 2. An officer hired by the City of Canfield as a police officer prior to December 31, 1999 and who has earned a degree (as specified in Section 1 of this article) while in the employ of the City of Canfield as a police officer shall be reimbursed for the remaining 50% of the cost of tuition and books, and quarter/semester parking permit fees receipted after January 1, 2000. Said reimbursement shall be made only if the officer completes two (2) continuous years of employment with the City of Canfield as a police officer after receipt of said degree.

Section 3. An officer hired by the City of Canfield as a police officer on or after January 1, 2000 and who has earned a degree (as specified in Section 1 of this article) while in the employ of the City of Canfield as a police officer shall be reimbursed for the remaining 50% of the cost of tuition

and books, and quarter/semester parking permit fees receipted after January 1, 2000. Said reimbursement shall be made only if the officer completes four (4) continuous years of employment with the City of Canfield as a police officer after receipt of said degree.

ARTICLE 33 UNIFORM ALLOWANCE

Section 1. All Officers shall receive, by December 15th of each year of this Agreement, a maintenance allowance for uniforms in the amount of Four Hundred Fifty Dollars ($450.00). All Dispatchers shall receive, by December 15th of each year of this Agreement, a maintenance allowance for uniforms in the amount of Three Hundred Dollars ($300.00). The maintenance allowance will be prorated by pay period in the event that an Employee is not employed by the Employer for the entire year.

Section 2. The Employer shall provide bullet proof vests to all full-time Officers to be replaced on an inspection basis that takes into consideration vest warranty.

Section 3. The Employer shall provide the initial uniform to all Officers and Dispatchers. The initial uniform for Officers shall consist of: pants (2 winter & 2 summer), 2 long sleeve shirts, 2 short sleeve shirts, tie, winter coat, sweater or vestee, spring jacket, hat (summer, winter, and dress), rain cover for hat, rain coat, and dress uniform jacket. The initial uniform for Dispatchers shall consist of: three long sleeve shirts (one for dress, two embroidered), three short sleeve shirts (one for dress, two embroidered), five pair of slacks (one for dress, four duty), and one tie. The Employer shall initially provide any required new uniform items or equipment. Thereafter, the Employer shall provide an annual uniform allowance of $750 per year for all Officers and $350 per year to Dispatchers, to be paid by April 30th each year for replacement of uniform items. The uniform allowance will be prorated by pay period in the event that an Employee is not employed for the entire year. All uniform items replaced by the Employees must meet the Chief's approval for material, brand, style, fit and color.

Section 4. The Employer shall provide all leather or nylon duty equipment that the Employee is required to wear while working for the Employer. The Employer shall also provide required duty ammo, uniform jewelry, handcuffs, o. c. spray, baton, patches, badges, radio, taser, and I.D./access cards (sewing patches on the uniform is the employees responsibility).

Section 5. The Employer shall provide all firearms that the Employee is required to carry while working for the Employer.

ARTICLE 34 INSURANCE

Section 1. The Employer will continue to provide and pay the premiums on behalf of each Employee for comparable hospitalization, prescription, and medical service coverage for the Employee and family. The Employees shall contribute the percentages toward payment of the premiums with no overall per pay cap for each category of coverage as follows:

	2016	2017		
Single	12%	12%		% per pay of the annual premium divided by 24
Employee/Child	12%	12%		% per pay of the annual premium divided by 24
Employee/Spouse	12%	12%		% per pay of the annual premium divided by 24
Family	12%	12%		% per pay of the annual premium divided by 24

Section 2. The Employer will provide each Employee with vision and dental insurance coverage at least equivalent to that, which was provided under the previous contract.

Section 3. The Employer will provide and pay the full premium for all Employees for a convertible term life insurance policy in the face value of Thirty-five Thousand Dollars ($35,000).

Section 4. The Employer shall provide professional liability coverage for all Employees of the bargaining units whose jobs may require such coverage as determined by the City Manager.

Section 5. The Employer/OPBA will staff a Health Care Committee that will meet twice annually or as otherwise determined necessary by the employer/OPBA to review current health care policies and trends. The goal is to find the best policies for the City in terms of both price and level of benefits.

ARTICLE 35 MISCELLANEOUS

Section 1. In any instance where the Employer sends an Employee for a medical examination, The Employer shall pay the cost of the examination and shall pay the Employee for the time expended taking such examination.

Section 2. Except where an Employee is found by a Court to have acted in a willful, wanton or malicious manner, the Employer shall indemnify and hold harmless all Employees covered by the terms of this Agreement from any liability arising from or because of any claim or suit brought against such Employee arising from or because of any action or inaction by such Employee in the course of and scope of employment while on duty for Employer.

Section 3. Pay checks will be issued on the 15th (for the preceding 16th through the last day of the month work period) and 30th (for the preceding 1st through the 15th work period) of each month and shall show the number of hours worked, both regularly and in overtime capacity.

Section 4. Full time Employees, as a condition of employment, must maintain a residence within a radius of fifteen (15) miles of the City of Canfield's corporate limits. Full time non-probationary Employees must comply with this section within six (6) months of the completion of their probationary period.

Section 5. The Employer will take reasonable precautions to protect the health and safety of Employees while they are on duty.

Section 6. The Employer will not require any Employee to use his or her own personal vehicle while on duty for the Employer. Employees will use city vehicles for travel to training, meetings and for other city business; unless, private vehicle use is authorized by the Employer. The Employer will reimburse Employees for authorized use of private vehicles at the current IRS mileage rate.

Section 7. An Employee may be employed in any off-duty occupation provided that it is not law enforcement related, nor in violation of Federal or State law, nor does it interfere with the

Employee's obligations to render full and adequate service to the City of Canfield. Dispatchers may be employed by other law enforcement related entities. All off-duty occupations shall be approved of by the Chief of Police.

Section 8. Employees ordered to attend training sessions, schools, seminars, or other assigned functions, shall attend such functions at the Employer's expense. An Employee ordered to attend such training shall be compensated in accordance with the terms of this Agreement.

Section 9. The Employer will provide each Dispatcher with at least sixteen (16) hours of certified training at an approved location on a yearly basis. Any costs for tuition, travel, and miscellaneous expenses will be paid by the Employer.

Section 10. Each Employee who resides within the City may elect to be transported to and from the police department prior to and immediately after their assigned work shift except when not feasible due to an emergency. Employees who reside in the City of Canfield have the right to drive to and from work but must notify the department of their intentions. In the event the Employer is unable to transport the Employee to the police department prior to their assigned work shift then the Employee shall be compensated as if the Employee arrived on time at the police department for their assigned work shift. Employees who are being transported to the police department agree to be ready for transport no later than fifteen (15) minutes prior to the start of the shift, at no additional cost to the Employer. Employees who regularly fail to abide by this pick-up time will forfeit their rights under this section after notification by the Employer.

Section 11. The Employer will provide each Officer with one-thousand (1000) rounds of practice ammunition annually excluding duty ammo used during annual qualifications. The Employer will provide for at least one hour of range time per month at range facilities approved of by the Employer.

Section 12. Dispatchers may refuse to conduct searches or guard prisoners and such refusal shall not constitute grounds for disciplinary action.

Section 13. The Employer shall provide reasonable paid breaks for dispatchers throughout each shift, when feasible to do so.

Section 14. Officers may elect to participate in an annual physical fitness assessment. Officers who pass this assessment will receive a physical fitness bonus of two (2) day's pay, at the officer's current hourly rate of pay, which will be paid by December 15th of each year the physical fitness assessment is successfully passed. The physical fitness assessment will be held on one day in the spring and on one day in the fall as designated by the chief of police or the Chief's designee. Officers may elect to attend one, but not both scheduled dates as a paid training event. The physical fitness assessment is as follows:

TASK	Pass standard	Other Info
1.5 Mile Run	14:54 minutes	
Standard Push-up	27	(no time limit)
Sit-ups	28	(bent knee)

ARTICLE 36 ASSISTANT TO THE CHIEF OF POLICE ASSIGNMENT

Section 1. The Employer may establish an assignment for Assistant to the Chief of Police.

Section 2. The assignment of Assistant to the Chief of Police shall be maintained within the Bargaining Unit C.

Section 3. The assignment of Assistant to the Chief of Police shall be filled from the membership of Bargaining Unit C, and shall be filled by appointment of the Chief of Police. The Assistant to the Chief of Police will maintain the classification of Sergeant.

Section 4. The Bargaining Unit Member, Assistant to the Chief of Police, shall relinquish said assignment upon written resignation, retirement, promotion, or by revocation action by the

Employer. Revocation by the Employer will not be considered as grounds for the filing of a grievance.

Section 5. The assignment of Assistant to the Chief of Police will retain full rights and benefits for vacation bidding as stated in Article 20, Section 8.

Section 6. The assignment of Assistant to the Chief of Police is open to a maximum of one officer.

Section 7. The assignment of Assistant to the Chief of Police will be exempt from shift bidding.

ARTICLE 37 LAYOFFS

Section 1. In the event of a layoff situation, members of the bargaining units will be laid off in accordance with their departmental seniority (last hired, first laid off).

Section 2. A member of a bargaining unit who is laid off shall be subject to recall from layoff for a period of three (3) years.

Section 3. A recall from layoff will be based upon departmental seniority (last laid off, first recalled).

Section 4. Before any full-time Employees may be laid off, all part-time Employees will be first laid off.

ARTICLE 38 RETENTION OF BENEFITS

All of the Employer's ordinances, resolutions and practices, etc., shall remain in full force and effect during the life of this Agreement, except to the extent that such ordinances, resolutions and practices, etc., conflict with the terms of this Agreement, in which case the terms of this Agreement shall be deemed as superseding such ordinances, resolutions and practices.

ARTICLE 39 SAVINGS CLAUSE

In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed as severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect. In such event, the Employer and the OPBA will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

ARTICLE 40 DURATION OF AGREEMENT

Section 1. The Employer and the OPBA acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

Section 2. Therefore, for the life of this Agreement, the Employer and the OPBA each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement.

Section 3. This agreement represents the complete agreement on all matters subject to bargaining between the Employer and the OPBA and except as otherwise noted herein shall become effective January 1, 2016, and shall remain in full force and effect until December 31, 2017. If either party desires to make any changes in the Agreement for a period subsequent to December 31, 2017 notice of such desire shall be given prior to November 1, 2017. If such notice is given, this Agreement shall remain in effect until the parties reach agreement on a new contract.

ARTICLE 41 LIGHT DUTY

Section 1. The availability of light duty assignment will be at the sole and exclusive discretion of the Employer.

Section 2. The Employee may request a light duty assignment, and, such request must be in writing to the Employer. The Employer may then, at its discretion, create by memorandum a modified job description detailing specific light duty tasks which take into consideration the particular nature of the Employee's illness or injury. The Employee shall provide a medical report from a treating physician stating the illness or injury which inhibits the Employee from performing normal duties, but would permit the Employee to perform the light duty tasks defined in the modified job description. The Employer may, at its discretion, require that the Employee be examined by another physician, designated and paid for by the Employer, in order to confirm the Employee physician's opinion.

Section 3. If light duty is granted, the Employer may require that the Employee provide a medical report from the Employee's physician every two weeks in order to reaffirm the continued need for, and ability to perform, the designated light duty assignments. Before an Employee on light duty is returned to regular duty status, such Employee shall provide a medical report from their treating physician stating that the Employee is medically capable of performing the Employee's normal duties as defined by the Employee's regular job description.

Section 4. Employees while on light duty assignment are exempt from the overtime rotational list as contained in Article 17, Section 6 of the Agreement.

Section 5. Light duty assignment may not exceed 30 work days per Employee within any consecutive twelve month period.

Section 6. The Employer shall determine the hours of work for light duty assignments, and, as a result thereof, the Employee may not necessarily be assigned to the shift that the Employee would have normally worked.

Section 7. While performing light duty work, the Employee shall not perform any duties other than those specifically assigned by the Employer as contained in the memorandum of modified job description. The Employee is expected to perform and complete the assigned tasks. If the Employee fails to perform the assigned tasks and the Employer has taken reasonable measures to counsel the Employee on such performance deficiencies, the Employee may be denied further light duty status at the exclusive discretion of the Employer, at which time such Employee will be immediately returned to sick leave status.

Section 8. Light duty assignment shall not be granted unless the Employee signs a Waiver and Release which would effectively hold the Employer harmless for any Workers Compensation claims in the event that the particular existing illness or injury which gave rise to the Employee's then current disability would be aggravated while on light duty assignment.

ARTICLE 42 LABOR MANAGEMENT COMMITTEE

Section 1. In the interest of good labor management relations, the parties agree to create a Labor Management Committee consisting of one member from each of the three bargaining units.

Section 2. This Committee will be used to:

a) Discuss the administration of this Agreement.

b) Bargain with the Employees on mid term changes made by the City which affect the Employees as required by chapter 4117 O.R.C.

c) Discuss differences which have not been processed beyond the final step of the Grievance Procedure.

d) Disseminate general information of interest to the parties.

e) Discuss ways to improve the delivery of services.

f) Consider and discuss health and safety matters relating to members of the bargaining unit.

Section 3. Labor management meetings will be held at the request of either the Employer or the Labor Management Committee and shall be scheduled as soon as possible at mutually agreed upon dates and times.

Section 4. The party requesting the meeting shall furnish an agenda at least five working days in advance of the scheduled meeting, or a list of the matters to be taken up in the meeting, and the names of those representatives who will be attending.

Section 5. Members of the Labor Management Committee shall be allowed reasonable time off to participate in labor management meetings if held during a member's regular working hours without the loss of pay.

ARTICLE 43 MID-TERM BARGAINING

Section 1. Mid-term bargaining shall be defined as bargaining, required by chapter 4117 O.R.C., that takes place between the date of execution and the date of expiration of this agreement. The dispute resolution defined here in shall not be used as a resolution process to settle successor agreements.

Section 2. All mid-term bargaining shall take place with the Labor Management Committee or its representative(s).

Section 3. When the Labor Management Committee and the Employer are unable to reach an agreement, the issue may be taken to Arbitration as defined in Article 13, by a majority vote of the labor management committee or by the Employer. Nothing in this agreement shall prevent the withdrawal of proposed issues.

Section 4. All members of the Labor Management Committee shall be notified personally at least five (5) business days (excluding holidays) prior to the meeting. Each member shall have the right to allow another member of the bargaining unit or an OPBA Representative to attend a meeting in his or her absence. The failure of any member of the bargaining unit to attend a meeting shall not prevent the meeting from proceeding.

ARTICLE 44 CANINE HANDLER (K-9) ASSIGNMENT

Section 1. The Employer may establish an assignment for K-9 Handler.

Section 2. The assignment of K-9 Handler shall be maintained within the Bargaining Unit A.

Section 3. The assignment of K-9 Handler shall be filled from the membership of Bargaining Unit A or C, and shall be filled by appointment of the Chief of Police.

Section 4. If the assignment is filled from Bargaining Unit C, the member shall relinquish said Sergeant's position immediately.

Section 5. The Bargaining Unit Member K-9 Handler shall relinquish said assignment upon written resignation, retirement, or by revocation action by the Employer. Revocation by the Employer will not be considered as grounds for the filing of a grievance.

Section 6. The assignment of K-9 Handler shall be exempt from shift bidding.

Section 7. The assignment of K-9 Handler is open to a maximum of one officer.

Section 8. It is the intent of this provision to provide full compensation to a canine handler as required by the Fair Labor Standards Act for the care, feeding, grooming, exercising and boarding of a City of Canfield canine. Accordingly, each canine handler shall be allotted one paid day off every calendar month (i.e., canine maintenance day). The canine handler may request a certain day off, however this is at the discretion of the Chief of Police or the Chief's designee to ensure the efficient operation of the department's manpower.

Section 9. The Employer shall, when practicable, assign the canine team a canine patrol vehicle to be used for the transportation of the canine to and from the officer's residence and duty station, to and from all call out assignments, and to and from all veterinary appointments and training situations. It is further agreed that the use of the vehicle off-duty is restricted and may only be used when the officer is involved in a duty related function.

Section 10. Additional Employer responsibilities:

1) The Employer agrees to purchase the necessary type and amount of food needed to maintain a healthy canine.
2) The Employer agrees to pay any and all necessary medical and veterinary expenses for the dog.
3) The Employer agrees to provide the initial training of the officers and canines, and any mandated certification or re-certification of officer or dog will be conducted on departmental time.
4) The Employer agrees that after the dog has been judged, by mutual agreement, to be unfit for continued police service, the handler will be sold the canine for one dollar ($1.00). Such provision is to be effective after at least one year of completed service.
5) The Employer agrees to pay for the housing of the canine in the event the officer goes on vacation out of town equal to that of the officer's approved vacation days per year.
6) The Employer shall reimburse each K-9 Handler up to one thousand five-hundred dollars ($1,500.00) for the containment of each police work dog. This one-time reimbursement will be distributed for each new K-9 team upon the furnishing of a receipt and documentation showing the containment has been constructed. Containment shall be defined as a kennel, fence, or any other apparatus approved by the Chief of Police or the Chief's designee to protect and contain the police work dog.

Section 11. Officer's responsibilities:

1) The officer agrees to house the canine at officer's own residence.
2) The officer agrees to be responsible for the health, safety, and supervision of the dog both on and off duty.
3) Maintenance of the canine is to include regularly scheduled veterinary visits, daily grooming and upkeep, and bathing of the canine to be conducted on the officer's extra scheduled day off provided each month pursuant to this agreement.
4) The officer agrees to properly clean and maintain the canine cruiser at all times and to disinfect the interior when so required.
5) Officers assigned as canine handler after 01-01-97 agree to stay employed with the Canfield Police Department for at least five years from the date of completion of basic dog training.
6) Officers assigned as canine handler after 01-01-97 agree that if they voluntarily leave employment with the City of Canfield with the exception of disability leave, or decide that they no longer wish to be a canine handler prior to the end of the five year period, the officers will be held financially liable for the cost of the dog and have first opportunity to purchase the dog based on a pro-rated formula. The formula will be computed in the following manner. The cost of the dog and the initial training would be added and then divided by 60 to equal five years. If an officer leaves early, then the number of months remaining from the 60 month commitment would be multiplied by the cost per month. An example of this formula would be the following: The dog cost $6,500.00 and the initial training cost $500.00. The total cost would be $7,000.00 divided by 60 = $116.66 per month for

every month left on the five year commitment. The officers will be exempt from this condition if the dog can be satisfactorily retrained to be used by other officers. The City will make every effort to train another handler.

7) Officers assigned as canine officers prior to 01-01-97 agree that if they voluntarily leave employment with the City of Canfield with the exception of disability leave, or decide that they no longer wish to be a canine handler prior to the end of the five year period, the officers may purchase the dog at a cost to be determined by using the pro-rated formula outlined above.

ARTICLE 45 DETECTIVE CLASSIFICATION

Section 1. The positions of Detective is open to a maximum of two officers

Section 2. The positions of Detective shall be filled from the membership of Bargaining Unit A or C, and shall be filled by appointment of the Chief of Police pursuant to Article 30, Promotions.

Section 3. If the position(s) is filled from Bargaining Unit C, the member shall relinquish said Sergeant's position immediately.

Section 4. The Bargaining Unit Member Detective shall relinquish said position upon written resignation, retirement, promotion or by revocation action by the Employer for just cause.

Section 5. The positions of Detective shall be exempt from shift bidding.

ARTICLE 46 MISCELLANEOUS RETIREMENT BENEFITS

Upon retirement, under the guidelines of Ohio Police & Fire Pension Fund, or other successor organizations any Employee of Bargaining Unit A or C may purchase their assigned duty weapon, weapon magazines, and holster from the Employer for a fee not to exceed one (1) dollar. The duty weapon in question must be a minimum of three (3) years old.

ARTICLE 47 REQUEST FOR DAYS OFF

Time off (i.e., vacation, compensatory, and/or personal leave) should not be requested for any holiday whenever a member of the same bargaining unit has already been approved for time off (i.e., vacation, compensatory, and/or personal leave), except for members of Bargaining Units and C who work a shift that is determined by Chief or the Chief's designee as not being a business necessity.

ARTICLE 48 SERGEANT CLASSIFICATION

Section 1. Upon the retirement of the current Sergeant assigned to Detective, The Employer will maintain this position of Sergeant keeping the total at five (5) Sergeants.

Section 2. The classification of Sergeant shall be maintained within the Bargaining Unit C.

Section 3. The classification of Sergeant shall be filled from the membership of Bargaining Unit A, and shall be filled by appointment of the Chief of Police following the guidelines for Promotion outlined in Article 30.

Section 4. The Bargaining Unit Member classified as Sergeant shall relinquish said classification upon written resignation, retirement, promotion or by appropriate revocation action by the Employer for just cause. If at any point in time the Employee is terminated, resigns, is demoted, or removed from the specific classification of Sergeant, the Employee shall maintain full rights under the contract based on "seniority" (i.e., hiring date for the original bargaining unit position as a patrol officer).

ARTICLE 49 SCHOOL RESOURCE OFFICER, MCCTC and CLSD CLASSIFICATION

Section 1. The Employer may establish assignments for "School Resource Officer (SRO) for The Mahoning County Career and Technical Center (MCCTC) and the Canfield Local School District (CLSD)".

Section 2. The assignment of School Resource Officer MCCTC and CLSD shall be maintained within Bargaining Unit A.

Section 3. The assignment of School Resource Officer MCCTC and CLSD shall be filled from the membership of Bargaining Unit A, and shall be filled by appointment of the Chief of Police.

Section 4. The bargaining unit member assigned as School Resource Officer MCCTC and CLSD shall relinquish said position upon written resignation, retirement, promotion, revocation by the Employer. Revocation by the Employer will not be considered as grounds for filing a grievance.

Section 5. The assignments of School Resource Officer MCCTC and CLSD shall be exempt from shift bidding, and at the end of the school year (summer months), the officer shall work a flex schedule with a start time between 6 a.m. and 3 p.m. (or other variations as mutually agreed upon).

Section 6. The assignments of School Resource Officer MCCTC and CLSD is open to a maximum of one officer per school for a total of two assignments

ARTICLE 50 EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be duly executed this 18th day of DECEMBER, 2015.

For The OPBA	For The Employer
12-9-15	
Unit A	
Kimberly Lillen 12-22-15	
Unit B	
Unit C	
OPBA Director	