

**STATUTORY IMPASSE  
PROCEEDINGS UNDER THE AUSPICES OF  
THE STATE EMPLOYMENT RELATIONS BOARD  
FACT-FINDER'S REPORT AND RECOMMENDATIONS**

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**IN THE IMPASSE BETWEEN:**

**CITY OF CANTON**

**-AND-**

**CANTON POLICE PATROLMEN'S ASSOCIATION,  
LOCAL 98/I.U.P.A.**

**SERB CASE NO.: 99-MED-03-0228**

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STATE EMPLOYMENT  
RELATIONS BOARD  
Aug 31 10 17 AM '99

**FACT-FINDER'S REPORT AND RECOMMENDATIONS  
FACT-FINDER: DAVID M. PINCUS  
DATE: AUGUST 30, 1999**

**APPEARANCES**

**For the City**

Joe Martuccio	Assistant Law Director
Paul W. Bair, Jr.	Safety Director
Thomas W. Wyatt	Chief of Police
Richard J. Gatien	Director of Management and Budget
Tad Ellsworth	Budget and Labor Relations Analyst
Samuel J. Sliman	Civil Service Director

**For The Union**

Michael A. Peterson	Patrolman
Mark A. Diels	Patrolman
Steven Fowler	Patrolman
Shawn Overdorf	Patrolman
John Miller	President
Nick Marcerelli	Treasurer
Bill Adams	Vice President
Hollis R. Burkes	Secretary
Eric Stanbro	Patrolman
Larry S. Pollack	Advocate

**Background of Fact-Finding**

The Canton Police Patrolmen's Association, Local 98/I.U.P.A. (hereinafter referred to as "CPPA"), serves as the exclusive bargaining agent for the City of Canton

(hereinafter referred to as "the City" or "Canton") police officers. The bargaining unit in question consists of approximately 142 non-probationary employees. The parties have engaged in negotiations in accordance with procedures specified in Ohio Revised Code, Chapter 4117.

In accordance with Ohio Revised Code Section 4117.14 (c) (3), the parties selected this Fact-Finder to make recommendations as to all unresolved issues at impasse. In accordance with statutory requirements, the parties submitted one (1) issue for consideration. The issue at impasse deals with proposed changes in the residency requirement provision. All other issues were tentatively agreed to prior to the fact-finding hearing, which was held on June 23, 1999. These tentative agreements are contained in Appendix A of this report.

These disputed matters were reviewed by this Fact-Finder by employing criteria specified in Ohio Revised Code Section 4117.14 (c) (4) (e), Section 4117.14 (g) (7) and Section 4117.14 (g) (7) (a)-(f). These guidelines include in pertinent part:

1. Past collectively bargained agreements, if any, between the parties.
2. Comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those uses related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
3. The interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
4. The lawful authority of the public employer;
5. The stipulations of these parties;
6. Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in private employment.

Each of the above-mentioned factors were considered and given appropriate weight when deemed relevant by the Fact-Finder.

The current collective bargaining agreement expired on July 1, 1996. Bargaining commenced on May 5, 1999. Several joint negotiation sessions ensued, while additional mediation efforts with the help of SERB's intervention also took place. These efforts led to the previously alluded to outcomes.

The following reflects the evidence and testimony presented by the parties, and the application of the relevant guidelines previously described. The subsequent portions of this report shall summarize each parties' arguments and evidence pertaining to the issues at impasse; followed by this Fact-Finder's findings and recommendations.

## **ARTICLE 10** **RESIDENCY REQUIREMENT**

### **The City's Position:**

The City desires to modify the existing article in a significant manner. It proposes to operationalize the term "residence" by eliminating the existing reference to the principle place of domicile as established under the Ohio Revised Code for purposes of voting. The following proposed contract language represents a different, and more rigorous, set of criteria for the purpose of establishing "principal place of domicile."

"Residence" means principal place of domicile of the employee. Principal place of domicile means an employee's true, fixed and permanent home. In determining principal place of domicile, an appointing authority may consider any and all records and documents which identify or purport to identify and employee's residence or which otherwise provide evidence of such residence. The following are primary, but not the sole, indicia of an employee's principal place of domicile:

1. Where the employee primarily lives, eats and sleeps;
2. Where the employee maintains most of his/her personal property;
3. Where the employee returns to whenever temporarily absent; and
4. Where a married employee's spouse and dependent children reside.

It should be noted the City does not propose any other changes to the current language. As such, it desires to retain a residency requirement within the City of Canton for all these police officers hired after January 1, 1995. Non-residents may be hired, however, with certain attached conditions. They must agree, in writing, to establish residency within the corporate city limits within one (1) year of the termination of the probationary period. This status, moreover, must be maintained and continued at all subsequent times throughout the employment relationship.

The proposed language entirely reflects City of Canton Codified Ordinance Section 152.01 (d) passed on March 22, 1999. All non-union employees of the City are presently impacted by this ordinance.

The existing standard needs to be modified. It merely requires an employee to establish a "principal place of domicile" by providing a voting address. This circumstance has led to pretextual living arrangements, which have caused employees to circumvent the intended language mutually agreed to by the parties.

Bargaining history serves as one of the primary justifications used to support the City's position on corporate residency. Since 1991, a mandatory residency requirement within the corporate limits has been in effect by Codified Ordinance for all non-union employees. During 1993 and 1994, all five collective bargaining agreements with the City were expiring. All five unions mutually agreed to corporate limit residency for all

new employees hired after January 1, 1995. Article 10 of the predecessor agreement reflects this understanding. The City, moreover, attempted to successfully implement a new bargaining philosophy. It refused to perpetuate any expectation that gains could be achieved without some type of reciprocal sacrifice by the membership. This same philosophy was utilized during the bargaining leading to the present impasse.

The City opines that it should prevail on the remaining issue because the Union realized substantial negotiated gains this bargaining cycle without trading much in return. The tentative agreements (Exhibit A) unequivocally support this premise. In terms of wage related benefits, the following items have been tentatively agreed to:

1. A three-year contract with increase of 4%, 3%, 3% annually.
2. An additional 10¢ increase in shift differential.
3. An additional increase of \$425 in annual uniform maintenance.

The City, moreover, agreed to several Union proposals, which include in pertinent part:

1. Reinstatement of bonus days for good attendance.
2. Enhanced military duty pay with continuing health care benefits for dependents.
3. Enhanced "banking" of vacation time.
4. Conversion of the existing pension pick-up formula.

It is estimated that these and other negotiated outcomes will result in new costs of \$1.85 million dollars over the three-year duration.

The City maintains that its position has been consistent during the last two negotiating cycles. It is unwilling to modify residency, or eliminate the requirement, because it was negotiated in good faith; unless the Union is willing to forego a wage

increase. Nothing else will provide the City with adequate consideration. The terms and conditions tentatively agreed to are already skewed in the Union's favor. A further gain in the residency area would additionally erode a precarious situation. Once again, the Union would attain a benefit without exchanging sufficient, or any, consideration warranting such a transfer.

From the outset, the City has pressed for a corporate residency requirement with specific goals in mind. By requiring new hires to have a corporate residence, the City's tax base would be enhanced through the years. Also, the issue, itself, is viewed as a home rule matter outside the purview of any intervening third party neutral or "outside" legislative body.

**The Union's Position:**

The Union proposes some dramatic changes to existing Article 10 requirements. These consist of the following suggested principles: (1) eliminate strict city residency requirements for newly hired officers and substitutes; (2) a reasonable radius requirement from City limits; (3) a residency phase-out; and (4) a residency incentive benefit. The following proposed contract language articulates these principles:

**ARTICLE 10**  
**RESIDENCY REQUIREMENT**

- A. Non-probationary police officers shall not be required to maintain a residence in the City of Canton subject to the provision below concerning new hired officers.
- B. Police officers hired after January 1, 1995, shall reside within fifteen (15) miles of Canton City limits at the time of their hiring, except as provided below and shall continue to maintain such residency at all times during such continued employment.
- C. A non-resident may be hired by the City if he/she shall agree, in writing, to establish residency within fifteen (15) miles of the corporate limits of the City of Canton within one (1) year of the termination of his/her probationary period

- and continue to maintain residency at all times during such continued employment.
- D. After five (5) years as a non-probationary police officer, any residency requirement shall be phased out.
  - E. Failure to establish such residence and/or continue such residence as provided above shall be grounds for immediate discharge from City employment.
  - F. The City shall provide a residency incentive payment equal to three percent (3%) of the mortgage to any police officer residing within Canton City limits.
  - G. Residence means principal place of domicile of the employee as established under the Ohio Revised Code for purposes of voting.

A radius of fifteen (15) miles appears appropriate and a reasonable exchange for residency within the City's limits. It addresses a major underlying justification proposed by the City. That is, it allows for an efficient method to mobilize off-duty patrolmen if an emergency arises.

The proposed radius also comports with existing geographical realities. The radius brackets an area referred to as Canton/Stark County. The Convention and Visitor's Bureau organizes its literature and public relations in this manner. The citizenry generally, and Canton police officers specifically organize their lives in a similar fashion.

External comparable jurisdictions, within Stark County, do not have residency requirements as restrictive as the one presently in place. Some jurisdictions do not impose any residency requirement, while others specify a radius or jurisdictional restriction.

Should the Fact-Finder recommend some form of radius condition, then some form of phase-out seems proper and reasonable. A five (5) year phase-out would show some commitment to the City, and shall allow a family to find family-friendly housing.

A residency incentive benefit would encourage bargaining unit members to live within the City limits. The cost of this potential benefit is readily affordable since the City never raised an ability to pay argument. The benefit, itself, is not that farfetched. In 1984 and 1982, a similar payment was rolled into the base wage.

The Union, moreover, opposes the City's attempt to tighten the definition of domicile. Nothing in the record justifies the proposed change.

The City failed to establish a compelling state interest in support of retaining the status quo. Emphasis on maximizing the number of city residents and an intransigent City Council, do not satisfy the interests necessary to impose a residency requirement.

Other family and safety related issues were raised in opposition to the status quo. A patrolmen's income makes it quite difficult to purchase a quality home in a safe neighborhood. Often times, the line between home and work can become blurred. Testimonial evidence was provided by several bargaining unit members regarding the safety and welfare of themselves and their families. Perpetrators have stalked patrolmen in their neighborhoods, and some have had to engage in police-related activity close to home. Others have been asked to intervene by neighbors, while off duty, but have been advised by supervisors to call for a uniformed officer based on the circumstances.

### **THE FACT-FINDERS RECOMMENDATION AND OPINION**

From the evidence and testimony introduced at the fact-finding hearing, a complete review of the record, including the parties tentative agreements, and criteria specified in the Ohio Revised Code, the Fact-Finder recommends that Article 10 remain as specified without any alterations to the current provision. This recommendation is

especially based on bargaining history; and wages and other benefits realized by the bargaining unit. It should be noted, however, that all the factors, such as comparables were considered and not minimized. The totality of the circumstances led to this recommendation.

The record clearly indicates that the parties, as well as all of the other bargaining units, mutually agreed to the existing residency provision during the 1994-1995 negotiation cycle. Even though the external comparisons adequately support the Union's position, internal comparability would strongly suggest that the status quo be retained. It would be unfair, and to some degree negligent, to carve out a unique benefit where pattern bargaining has been utilized, to a significant degree, with all of the bargaining units.

A ruling in the Union's favor would require a record which unequivocally discloses that ample consideration had been exchanged to warrant inclusion of the Union's position. Here, the record fails to support such an outcome. The Union's advocate admitted that one of the Union's primary goals was to attain wages equal to those realized by the firefighters unit. A goal long-sought and attained this negotiation cycle. Other gains were also attained in the following areas; shift differential, uniform allowances, pension pick-up and bonus days for good attendance. Even though the City did realize some substantial goals, no reasonable person could conclude that bargaining outcomes were skewed in the City's favor. Granted, the Union did take a number of issues out of play, but it was strongly aware of the City's consistent opposition to its residency demands. To broach some form of innocent

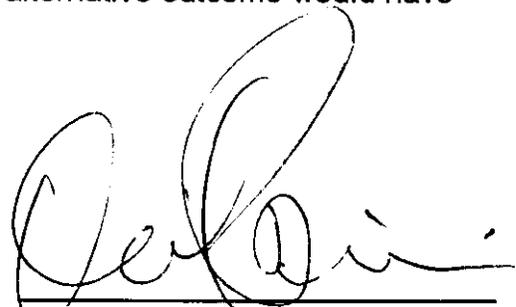
misunderstanding in an attempt to minimize the substantial gains achieved seems a bit incredulous.

This Fact-Finder's analysis should, in no way, be construed as supporting the view that the Union could only have achieved its residency goals by agreeing to the City's zero wage increase demand. And yet, once a party has agreed to a term and condition of employment during prior negotiation cycles, with circumstances regarding the matter remaining relatively stagnant, something significant must be exchanged in order to change the status quo. An incentive has to be offered as a trade-off for demanding a change in city residency. An incentive, in this instance, does not exist.

The City's proposal to modify the definition of domiciles is not supported by the record. The record merely reflects rumors and allegations without any record of discipline, reprimand or documented violations.

Let me conclude by saying that this recommendation in no way minimizes the heart-felt testimony provided by the police officers at the hearing. If the geometry of the bargaining process had been somewhat different, an alternative outcome would have been possible.

August 30, 1999  
Moreland Hills, Ohio



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Dr. David M. Pincus  
Fact-Finder

# Exhibit A

CITY OF CANTON

AND

CANTON POLICE PATROLMAN'S ASSOCIATION  
Local 98/I.U.P.A. AFL-CIO

COLLECTIVE BARGAINING AGREEMENT

Richard D. Watkins, Mayor  
Paul W. Bair, Jr., Safety Director  
Thomas W. Wyatt, Police Chief

John C. Miller Jr., CPPA President  
Bill Adams, CPPA Vice President  
Hollis R. Burkes, CPPA Secretary  
Nick Mercorelli, CPPA Treasurer

Effective July 1, 1999  
to  
June 30, 2002

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**ARTICLE 1**  
**AGREEMENT**

This Agreement is made by and between the City of Canton, Ohio, (hereinafter referred to as "City" or "Employer") and the Canton Police Patrolman'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**

The City agrees to recognize the CPPA, Local 98 of the International Union of Police Associations, 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. 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 contract.

**ARTICLE 3**  
**SUBJECT MATTER OF NEGOTIATIONS**

All matters pertaining to wages, hours, 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.

**ARTICLE 4**  
**DEFINITIONS**

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

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.

Seniority. Shall refer to departmental seniority.

ARTICLE 5  
AGENCY SHOP

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

ARTICLE 6  
NO STRIKE OR LOCKOUT

A. The services performed by the employees included in this Agreement are essential to the public health, safety and welfare of the citizens of the City of Canton. In recognition of the fact that Ohio Revised Code Chapter 4117 specifically proscribes both strikes by police unions and lockouts on the part of governmental employers, the CPPA and the City of Canton hereby reaffirm that there shall be no interruption of work for any cause whatsoever, nor any work slowdown or other interference with public service on the part of the Union, nor shall there be any lockout on the part of the City of Canton.

B. In the event that any employee in the bargaining unit is engaged in any violation of paragraph "A" above, the CPPA shall, upon notification by the City, immediately order such employee or employees to resume normal work activities and shall publicly denounce any such violation or violations. Individual patrolmen who participate in any work interruption, work slowdown, or strike, shall be subject to a penalty in the amount of one thousand dollars (\$1,000) per day and shall further be subject to any additional infractions which may be obtained pursuant to Ohio Revised Code Chapter 4117, to include, but not be limited to, the withholding of payment or compensation for the period in which the employee is engaged in any illegal activity or discharge. The CPPA further agrees to pay to the City of Canton or each day of any prohibited or illegal acts in violation of this provision or of Ohio Revised Code Chapter 4117 where such prohibited or illegal acts are sanctioned by the Union, the sum of one thousand dollars (\$1,000) per day in liquidated damages, and shall be subject to any additional sanctions as may be provided or available through Chapter 4117.

C. The City agrees not to engage in any lockout of employees in the bargaining unit and hereby agrees to pay to the CPPA for each day of any lockout the sum of one thousand dollars (\$1,000) per day in liquidated damages.

**ARTICLE 7**  
**PAYROLL DEDUCTION OF DUES AND FAIR SHARE FEES**

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. 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 City further agrees to withhold a fair share fee of probationary employees after sixty (60) days of employment pursuant to Ohio Revised Code Section 4117.09(c). 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**

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**

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**

IMPASSE

**ARTICLE 11**  
**NON-DISCRIMINATION**

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 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 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**

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**

A. 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 report to his shift or bureau commander, and advise him/her of his whereabouts, the general nature of his business, and the approximate duration of his absence.

B. Due to the unavailability of the president of the Union, the president may designate an officer or other representative of the Union, other than himself, to attend to Union business, subject to the approval of the Safety Director.

C. The president of the Union may additionally take one (1) member of the Union, other than himself, with full pay, to FOUR (4) police union related seminars, conferences or conventions.

D. The City agrees to afford the Union one hundred and sixty (160) additional hours of unpaid release time per year for the purpose of attending conferences, lectures, educational seminars and Bureau of Workers Compensation hearings.

E. 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.

F. Officers of the CPPA, which are the president, vice-president, secretary, treasurer, shift directors and trustees, shall be permitted to attend CPPA meetings without loss of pay if scheduling permits.

#### ARTICLE 14 BULLETIN BOARDS

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

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

#### ARTICLE 16 NEGOTIATING COMMITTEE

A. 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.

B. The Members other than the president shall be permitted to utilize a total of nine (9) paid days during the period of January 1<sup>st</sup> 2002 to June 30<sup>th</sup> 2002 for the purpose of preparing for collective bargaining. The president shall provide two(2) business days notice of use of said time to the Chief or his designee.

#### ARTICLE 17 POLICE POLICY COMMITTEE

To provide for a means of better communication and understanding between the CPPA and the City, the leadership of the CPPA will participate in the Mayor's police policy 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.

**ARTICLE 18**  
**REVIEW OF PERSONNEL FILES**

The Employee shall be permitted to review all of his/her personnel files upon written request to the Chief of Police or his designee, including supervisor's files.

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.

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.

Release of photographs or personal information about any employee in relation to departmental matters shall not be provided to any news or related services without the prior consent of the subject employee, unless otherwise prescribed by state or federal law.

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 of training shall be removed after 6 months.
- B. 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.
- C. 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.
- D. Any suspension of thirty (30) days or more shall be removed from the record after seven (7) years from the last liability-related suspension.



ARTICLE 19  
CONFIDENTIALITY

Confidentiality of bargaining unit members' files, as defined by applicable law, shall not be breached without written permission by the individual patrolman. Pursuant to Ohio Revised Code Sections 2921.24 and 2921.25, the City shall not provide his/her home address or telephone number on any record covered by said laws.

ARTICLE 20  
GRIEVANCE PROCEDURE

A. A grievance is a dispute between the City and the CPPA or an employee or a group of employees in the classification of patrolman, 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.

B. 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 employees in the classification of patrolman, in lieu of statutory remedies involving appeal to the Civil Service Commission and to the State Courts thereafter.

C. 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.

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

1. 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.

a. 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.

b. 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 fifteen (15) days from the date of the Safety Director's written decision. The grievance procedure will then proceed to paragraph 5.

2. 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. Within three (3) days of the receipt of the grievance, 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 five (5) days following the date of the discretionary hearing, but not later than eight (8) days after receipt of the grievance, whichever occurs later, and shall submit his written decision to the Safety Director, shift or bureau commander, Union representative, and grievant.

a. 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 below. 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.

3. 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, shift or bureau commander, 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, shift or bureau commander, Union representative and grievant within ten (10) days of the hearing.

4. 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.

5. Within five (5) days after the Union has appealed to arbitrate a dispute, the parties shall jointly notify the Federal Mediation and Conciliation Service or the American Arbitration Association of the arbitration and request the submission of a list of arbitrators, or the parties may finally agree on a local arbitrator. Within seven (7) days following receipt of the list of names of arbitrators, the employer and the Union shall jointly select an arbitrator from the list. 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.

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

F. The cost of the Arbitrator shall be paid by the losing party in grievance arbitrations. If the arbitrator issues a split decision, the employer and the Union will each pay one-half (½) the total costs. The cost of the Arbitrator shall be equally divided by the parties in arbitrations appealing disciplinary decisions.

G. Any member of the Union called as a witness by either side shall receive his or her regular rate of pay while attending such hearing; subject, however, the following provision:

1. 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, if the arbitrator so finds, the Union shall be responsible for the payment of the witness's regular rate of pay.

H. 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 the agreement or any requirements of the Ohio Revised Code.

## ARTICLE 21 APPLICABILITY OF GRIEVANCE AND ARBITRATION DECISION

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.

## ARTICLE 22 SUSPENSIONS

Chief of Police  
or their  
designees

Suspensions of patrolmen for disciplinary reasons shall commence following the Safety Director's hearing. However, the Chief of Police may suspend patrolmen with pay immediately in those cases in which he determines that the nature of the offense requires immediate suspension. The Safety Director may convert the suspension to without pay provided the accused officer is afforded a due process hearing. Suspension shall be governed by the General Orders of the Canton Police Department. 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. Patrolmen may choose to serve any suspension without pay through the forfeiture of an equivalent amount of vacation and/or compensatory time.

before the safety director

discipline

**ARTICLE 23**  
**RESIGNATION**

A patrolman may resign of his own accord at any time subject to the following: A patrolman may resign 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**

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 PROCEDURE**

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.

The City shall pay to patrolmen who are laid off the following: accrued regular and overtime pay; accrued compensatory time; and accrued vacation.

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.

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.

#### ARTICLE 26

##### Multi-Unit Bargaining

If both the CPPA & FOP, OLC agree, there may be multi-unit bargaining in subsequent collective bargaining negotiations.

#### ARTICLE 27

##### NO TICKET QUOTAS

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

#### ARTICLE 28

##### MANAGEMENT RIGHTS

A. 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.

B. 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.

C. 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:

1. 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;
2. Direct, supervise, evaluate or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which

governmental operations are to be conducted;

5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

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

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 may be present if requested.
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.

#### B. Criminal Investigations

1. If the filing of criminal charges is contemplated or if the officer becomes a suspect of a criminal act during the interview, the Investigating Officer shall advise the officer:

(a) Of the nature of the charges.

(b) That the Chief of Police may relieve him of duty pending a hearing.

(c) Of his right to remain silent and that anything he may say, can and will, be used against him in court.

(d) And allow the accused time to obtain counsel to be present during the interview.

(e) Of his right to cease answering questions and invoke his Constitutional rights at any time.

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

#### C. Internal Disciplinary Investigations

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

(a) The accused officer shall be advised of the nature of the investigation prior to any questioning.

(b) The accused officer shall be advised that all questions are to be answered fully and truthfully.

(c) The accused officer shall be advised that failure to cooperate fully can be the basis of a separate disciplinary action.

(d) Use of Polygraph:

(i) Only an Internal Affairs Investigator, with permission of the Chief, may request an officer to take a Polygraph examination.

(ii) The Officer will not be requested to submit to a Polygraph examination unless the complainant takes one.

(iii) The accused Officer may refuse to submit to a Polygraph examination and such refusal shall be inadmissible in any civil or criminal proceedings.

 *delete*

ARTICLE 30  
POLITICAL ACTIVITY

A. 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 B.

B. 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.

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

ARTICLE 31  
LIGHT DUTY

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.

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.

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.

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

## ARTICLE 32 EXTRA JOBS

### Section A

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.
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.
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.
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

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.

6. If an officer, patrolman or supervisor, fails to show up for a requested assignment under Section A, 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.

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.

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

## Section B

1. 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

2. 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.

3. Patrolmen will be selected for such assignments from a rotating list in the same fashion as in Section A of this article, 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.

4. 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.

### Section C

1. Performance of the EXTRA WORK under Section A shall be paid by the lessee at the rate of \$20.00 per hour if no alcoholic beverages are served and \$22.00 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 section a , this article. Performance of the EXTRA WORK under Section B 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 Section A or B.

## ARTICLE 33 SENIORITY

1. Assignments within divisions or bureaus shall be based on departmental seniority although Commanding Officers retain the right to reassign 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.
2. Seniority shall be used for the selection of shifts, key numbers, vacations and assignments within Patrol Shifts 1,2,3,4, Traffic and Accident, K-9,K-9 Drug Dog and Walking Beat bureaus.
3. Once selected to a bureau, seniority shall be based on departmental seniority for the selection of shifts, key numbers, vacations and assignments within bureaus.
4. 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.

If an officer is reassigned to a new position within a bureau after the current year bidding is complete, The officer will wait to pick his shift at the next years bidding picks, but will carryover his current vacation pick from previous bureau.

5. The following positions shall be bid; Patrol Shifts 1,2,3,4, Traffic and Accident, K-9, Walking Beat and Bike Patrol ref. Article 35.

**ARTICLE 34**  
**HIRING DATE**

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.

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.

Involuntary loss of time shall not affect the hire date nor shall it affect any formula for determining seniority, wages or benefits.

**ARTICLE 35**  
**SELECTION OF ANNUAL SHIFTS**

Patrolmen shall commence selection of their shifts in accordance with Article 33 of this Agreement on March 1<sup>st</sup> of each year to be effective in the first changeover of April of that year. Officers submitting a letter of resignation by March 1<sup>st</sup> will not be included in the bidding process.

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

**ARTICLE 36**  
**TEMPORARY TRANSFERS AND TEMPORARY ASSIGNMENTS**

A. 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 five (5) days unless otherwise mutually agreed by the CPPA President and the Chief.

B. 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. In such situations, the provisions of Paragraph I of Article 38 will not be binding on any patrolman who bids on a temporary position.

ARTICLE 37  
VIDEO and AUDIO TAPE REVIEW

Patrolmen, and their CPPA and legal representative, shall have the right to review any video or audio tape that may be used in any civil, criminal or departmental disciplinary hearing unless otherwise provided by law .

ARTICLE 38  
BIDDING SYSTEMS FOR VACANT POSITIONS

A. The following positions shall be exempt from the bidding process and shall be filled at the discretion of the Chief of Police: Metro and Morals Bureau, Chief's Clerk, Crime Lab, SWAT, D.A.R.E. and Training Officer. .

B. Vacancies or new permanent assignments which the Chief of Police determines are necessary to fill, in the following bureaus or divisions, shall be filled on the basis of seniority, providing that the patrolman is qualified to perform the required duties of assignment, pursuant to the bidding procedures as set forth in the following paragraphs of this section.

1. Detective Bureau
2. Juvenile Bureau
3. Identification Bureau
4. Traffic Bureau
5. Accident Bureau
6. Property Officers
7. Patrol Shift #1
8. Patrol Shift #2
9. Patrol Shift #3
10. Patrol Shift #4

11. Day Jailers

12. K-9 Corps

(K-9 Trainer must be K-9 officer to bid)

13. Bike Patrol

14. Walking Beat

Any new permanent position, (except those which are added to the "extra board", which shall be bid by the affected shift's personnel only).

C. Notice of any vacancy or new permanent assignment in a bureau or division which is subject to the bidding procedures contained herein shall be announced for five (5) consecutive week days, excluding holidays, and shall 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.

D. There must be a minimum of three (3) bids in each category or position. If three (3) are not received, the Chief of Police shall choose from among those patrolmen submitting bids for the vacant position or new permanent assignment. If no bids are received, the non-probationary employee with the least amount of seniority may be placed in that position.

E. The Chief of Police and bureau or division heads or their designees shall interview the officers who bid for assignments to the various bureaus and divisions. The Chief of Police shall select the patrolman to be assigned to the vacancy subject to the requirement that he choose one (1) of the first three (3) patrolmen bidding for the vacancy according to their seniority. Where two (2) vacancies occur in the same bureau or division, the Chief of Police must select two (2) patrolmen to be assigned to the position from the first four (4) officers according to their seniority; where three (3) vacancies occur, the Chief must use three (3) out of the first five (5) officers bidding for the position according to their seniority; and where four (4) vacancies occur, the Chief of Police must choose four (4) patrolmen out of the first six (6) patrolmen bidding for the position according to their seniority. 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.

F. To be eligible to bid, a patrolman must have completed one (1) year with the Canton Police Department. An employee who is awarded a transfer into a vacancy pursuant to the bidding system shall be offered ninety (90) days probationary period in the position. 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.

G. During the ninety (90) days probationary period, the Chief of Police shall retain the right to transfer the employee from any position to which he has been assigned back to his original assignment if the employee cannot, in the judgment of the Chief of Police and the bureau or division heads, satisfactorily perform the duties required of the assignment. During the probationary period, employees may be transferred by the Chief of Police or by their own written request, back to their original assignment; or to the patrol division. If the former position is already filled, the employee so filling the position will bump back to his original position and so forth until all employees are returned back to their original positions or assignments held at the beginning of the transfer. After the probationary period, any employee removed by the Chief of Police or at the employee's own request shall be assigned to the Patrol Division.

H. Any eligible patrolman who submitted his name under the foregoing bidding procedures and who is not awarded a transfer, may file a grievance pursuant to Article 20 of this Collective Bargaining Agreement on the basis that he should have been awarded the transfer under the provisions contained herein. Any patrolman has the right pursuant to the grievance procedure under the Collective Bargaining Agreement to file a grievance concerning his transfer from any bureau or division based upon an unsatisfactory duty performance made by the Chief of Police.

I. Any patrolman bidding and obtaining any position under the foregoing bidding system will not be permitted to bid on any position for a period of one (1) year from date of the selection of the patrolman to fill the vacancy.

J. If a Patrol 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.

K. In cases of involuntary transfers, the Patrol Officer will retain all seniority rights and his present vacation selection.

**ARTICLE 39**  
**OVERTIME**

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

B. 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.

C. 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

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

E. 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.

F. 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 said appearance occurs on a scheduled day off and a minimum of three(3) hours pay if said appearance occurs on a scheduled work day at a rate of one and one half (1.5) times his base wage rate, 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.

1. 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 section F.

2. An officer making more than one court appearance within a two (2) hour time frame shall be paid for each appearance.

3. If a patrolman is called at home <sup>on</sup> of city business during non-scheduled working hours, he shall be paid according to article 39 section C. when proper documentation is submitted.

G. Any member of the Bargaining Unit, except those provided for under separate Ordinance, entitled to overtime may waive the right to overtime and receive in lieu thereof compensatory time. The employee shall be entitled to one and one-half (1.5) 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 paragraph C.

H. 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.

I. 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 regular scheduled shift.

J. 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 nine (9) hours at straight time.

K. Attendance at a disciplinary hearing shall be compensated at straight 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 paragraph F. above.

#### ARTICLE 40 PAY FOR SUNDAY

Patrolmen working Sunday shall be compensated at the rate of time and one-quarter (1.25) for actual time worked. Any overtime on Sunday shall be paid at the officer's overtime rate.

ARTICLE 41  
TRADING DAYS OFF

Patrolmen shall be allowed to trade their days off with themselves or 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. In the event that a patrolman trades with himself, written notice shall be submitted at least three (3) days prior to the requested date of trade and no more than fourteen (14) days prior to said date. 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.

ARTICLE 42  
PAYCHECKS

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, Section F.

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

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

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

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.

ARTICLE 46  
LOCKERS

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

ARTICLE 47  
MILITARY SERVICE

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

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.

During the said period the employee may elect to continue family health care coverage for his dependants under this contract. This paragraph shall not apply to employees who voluntarily extend their activation or enlistment or who reenlist to full time military active duty.

ARTICLE 49  
FIREARMS QUALIFICATION

All sworn members of the Canton Police Department must be re-certified annually with their duty sidearm and shotgun. 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 recertification 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.

The City shall provide ammunition for duty weapons.

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.

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 sign up 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

A. All sworn members of the Canton Police Department who have been assigned a Smith & Wesson, .45 caliber handgun as a duty sidearm, may purchase the weapon 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.

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

C. All back-up weapon 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

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

A. The Director of Public Safety shall pay to any patrolman who may be injured or disabled while in the discharge of his official duties, 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.

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.

B. An employee who suffers a work related injury that is not eligible for Injury Leave, pursuant to Section A of this Article, and has a certified and compensable Workers' Compensation claim, shall be subject to the appropriate following condition(s):

1. An employee may be placed on injury leave according to his work schedule, no longer than six (6) weeks (240 hours).
2. 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:
  - a. Begin to use his/her accumulated Sick Leave without reinstatement of said sick leave; or
  - b. Request Temporary Total benefits according to the rules and regulations of the State of Ohio Bureau of Workers' Compensation.
3. 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 and the services rendered by the physician are reported, billed and allowed according to the rules and regulations of the State of Ohio Bureau of Workers' Compensation.

4. If a holiday falls within the time an employee is off work for purposes under this section, the employee is not eligible for Holiday Pay.

C. 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.

D. 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.

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

F. 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.

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

### ARTICLE 53 FAMILY AND MEDICAL LEAVE

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

A. 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.

B. 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

A. 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.

B. 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.

C. 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.

D. For this article, the use of five (5) days or less, pursuant to paragraphs A and B, will not disturb the bonus days article.

ARTICLE 56  
SICK LEAVE

A. 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, exposure to contagious disease which could be communicated to other employees, and for purposes of funeral or bereavement leave.

B. The employee, while absent on sick time, must notify the Police Division under agreed practices. When claiming sick days, an employee must recuperate in a manner consistent with his illness. When the use of sick days extends to four (4) or more consecutive work 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 the employee's

*The sick employee may not be employed by any other entity during the period subsequent 16 hours following the end of the last reported off*

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.

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.

The first time that such probable cause exists, Management shall give a minimum of twenty-four (24) hours prior written notice to the Union representative on any patrolman's shift that Management intends to make home visitation of any patrolman and shall state to the Union representative the probable cause for such visitation.

C. 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.

D. 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.*

E. 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.

F. Notwithstanding the foregoing provisions, "PATTERN ABUSE" shall constitute grounds for discipline. Pattern abuse consists of, but is not limited to, absenteeism as evidenced by a pattern contiguous with or related to holidays, weekends, paydays or other discernible events, and/or consistent or regular usage of available sick leave. Frequent legitimate use of sick leave per se is not considered pattern abuse.

ARTICLE 57  
BONUS DAYS

*entitled to*

*on January 1, 2000, 2001 & 2002*

An employee shall be ~~given~~ bonus days ~~in 1999~~ provided ~~the~~

earned sick pay benefits in the previous calendar year in accordance with the Bonus Day Table set forth below: or as contained in the City's contract with the Fraternal Order of Police, OLC, whichever is greater:

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

**ARTICLE 58**  
**VACATIONS**

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

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

B. 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.

<u>Years of Service</u>	<u>Period of Vacation (Weeks)</u>
1	1
2 through 5	2
6 through 10	3
11 through 15	4

16 through 20	5
21 and over	6

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

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

E. The City shall schedule vacations to conform to operating requirements meeting the employee's desires where practicable. Vacation shall be taken in increments of five (5) working days. Smaller increments of not less than one (1) hour may be taken.

F. 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.

G. 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.

H. Three (3) patrolmen will be permitted to be on vacation at the same time. A week's vacation shall be five (5) working days and two (2) non-working days. One week of each patrolman's vacation can be taken one day at a time or collectively. The choice is to be made by the patrolman. For the purpose of this Section, five (5) working days shall constitute a week's vacation.

I. Upon written request, a patrolman may be granted as days off the preceding two (2) days before the start of a vacation and the succeeding two (2) days after vacation.

J. 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.

K. Vacations may not be taken during Hall of Fame week. Exceptions to this provision rest in the sole discretion of the Safety Director.

L. Patrolmen may bank up to fifteen (15) weeks of earned vacation time toward retirement or termination, payable upon said separation from service. No more than five (5) weeks of earned vacation may be banked in any one year.

#### M. Cashing Out Banked Vacation

1. The following option is only available for employees who are in their 23<sup>rd</sup> or later year of service (exclusive of purchased military time).

2. Employees may elect to receive cash payments in exchange for one to five weeks 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 1<sup>st</sup> of each year in order to receive payment in the first pay period of December.

3. Employees may not cash out vacation time that has been banked in the last twelve (12) months

4. For each week that an employee cashes out, his/her banked vacation balance will decrease by one week. Employees are limited to banking a cumulative total of fifteen (15) weeks of vacation during their career.

5. 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.

6. 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.

N. In lieu of, or in addition to banking vacation, an employee may request to receive cash payment for unused vacation of not more than ten (10) days per year in minimum increments of five (5) days calculated at 90% of the current rate of pay. Employees must declare their desire to receive cash payment not later than October 1<sup>st</sup> of each year. Payment shall be made on the first regular pay day in November of each year. Approval of the cash payment option is within the sole discretion of the appointing authority.

## ARTICLE 59 HOLIDAYS

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 Presidents' 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 Veterans' 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.

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.

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.

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 or on duty-related injury leave 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.

#### ARTICLE 60 UNDIVIDED LOCAL GOVERNMENT FUND

The terms of paragraph 9 of the agreement set forth in Ordinance 145/90, passed by City Council effective July 16, 1990, are duly incorporated into this Collective Bargaining Agreement. In the event the said agreement is permanently terminated during the term of the Collective Bargaining Agreement, the City and CPPA agree to reopen wage and benefit negotiations.

Mandatory bargaining shall be limited to the issue of wage or economic benefit increases based solely on the amounts of monies received or to be received over and above allocations from the Undivided Local Government Fund during the term of this contract. This provision shall not be construed to require any additional economic benefits to be paid unless the parties so agree.

#### ARTICLE 61 HEALTH AND LIFE INSURANCE COVERAGE

A. The City shall maintain present health care coverage currently in effect at the date of execution of this Contract. Current health care coverage includes hospitalization, surgical and major medical, subject to a fifty dollar (\$50) per individual and one hundred dollar (\$100) per family deductible

on health insurance; and subject to the following: After payment of the deductible, the City will pay 80% of any expenses incurred up to two thousand five hundred dollars (\$2,500) incurred in any one (1) calendar year and 100% of expenses in excess of two thousand five hundred dollars (\$2,500) incurred in any one calendar year. Life insurance coverage shall provide twenty thousand dollars (\$20,000) term life insurance.

B. However, if any other City bargaining unit or if City non-bargaining unit employees as a group are provided with a greater life insurance benefit on or before June 30, ~~1999~~ <sup>1997</sup>, then the Union's life insurance benefit shall be increased to the same level and under the same conditions, through June 30, ~~1999~~ <sup>2002</sup>.

C. The City retains the right to restructure the health care and life insurance during the term of this Contract as to cost containment procedures such as pre-hospital admission certification, mandatory second opinions, etc., but may not institute any change of coverage without mutual agreement of the parties herein.

ARTICLE 62  
POLICE AND FIRE PENSION FUND

A. The City shall <sup>implement the same salary reduction method of pension payment</sup> pay on behalf of each patrolman ~~the~~ the Police and Fire Pension Fund, as provided in the City's contract with the Canton Firefighters.

ARTICLE 63  
TERMINAL PAY

Section A-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:

1. 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.
2. 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	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.

#### Section A-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 the last twenty-five (25) years of his employment with the City from the total number of sick days accumulated by the employee during the last twenty-five (25) years of his employment with the City. Any sick days accumulated prior to the twenty-five (25) year period shall not be included in the computation of terminal pay and shall not be compensated pursuant to this section.

Section A-3

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

Section B

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 Section A above.

ARTICLE 64  
PAYMENT FOR JURY DUTY

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

A: The minimum staffing numbers of Patrol Officers per shift are:

- First Shift (Midnights) - 13 Patrolmen
- Second Shift (Days) - 10 Patrolmen
- Third Shift (Afternoons) 13 Patrolmen
- Fourth Shift (overlap) 3 Patrolmen

B. Patrol Division supervisors must use these numbers as the minimum staffing guidelines and may place a hold on the shift when manpower reaches these numbers.

1. Supervision may not place a hold on any shift until the manpower

drops to the numbers listed in section A.

C. If staffing goes below the minimum number, supervision must offer overtime to bring the number of patrolmen back up to the minimum staffing requirements.

D. overtime will be offered in the following manner:

1. Overtime opportunities will first be offered to patrolmen from the shift that has the vacancies.

a) openings will be given to the employee(s) with the most seniority who want to work.

2. If no patrolman accepts the overtime from the affected shift, it will be offered to the other shifts.

a) openings will be given to the employee(s) with the most seniority who want to work.

b) a patrolman who accepts the overtime may be "bumped" by another patrolman who has more seniority.

c) in the case of call off vacancies, supervision may skip this step

3. If no patrolman from any shift accepts the overtime, supervision must hold over the employee(s) from the previous shift who have the least seniority.

a) Supervision will hold over as many patrolmen as needed to fill the vacancies.

#### ARTICLE 66 SHIFT DIFFERENTIAL

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 (retroactive to July 1, 1999).

#### ARTICLE 67 FAIR LABOR STANDARDS ACT

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

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

ARTICLE 68  
CRITICAL INCIDENT PROCEDURE

A. 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, 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.

B. 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.

C. 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.

D. The City shall immediately 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

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.

ARTICLE 70  
UNIFORMS AND EQUIPMENT

A. 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.

B. The City shall provide to each patrolman the Monadnock side-handled baton or straight collapsible baton and shall provide instruction and certification for its use.

C. 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, two-thirds 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.

D. Patrolmen whose uniforms, equipment and/or personal property limited to a total claim of one-hundred fifty dollars (\$150), are damaged while making an arrest, shall be compensated for such damage by the City of Canton.

E. Under conditions similar to those stated in Subsection D of this Section, and at the discretion of the Director of Public Safety, shall have discretion to exceed this amount on any claim and his decision shall not be appealable. the uniform, equipment and/or personal property, limited to a total claim of one-hundred fifty dollars (\$150), damaged while in the performance of such duties, may be compensated by the arrested individual(s) or the City of Canton.

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

**ARTICLE 71**  
**COLLEGE EDUCATION INCENTIVE**

The City shall reimburse individual students who are attending an accredited degree-granting college or university, one-half the cost of tuition for one course per quarter or semester 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**

A. Effective 12:01 a.m. of the Tuesday or Wednesday (contingent upon the official commencement of the Ribs burn-off event) immediately preceding the Saturday of the Hall of Fame ~~Exhibition Football game~~ <sup>Parade</sup> and ending at 2359 Hours (11:59 P.M.) the day of the Hall of Fame Parade, A Patrol Officer who is scheduled to work shall be compensated at the regular overtime rate of pay.

B. 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 Section A of this Article.

**ARTICLE 73**  
**LONGEVITY PAY**

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

<u>Dates (Years)</u>	<u>1998 and after</u> <u>Payment</u>
3	\$ 180
4	240
5	300
6	360
7	420
8	480
9	540
10	600

11	660
12	720
13	780
14	840
15	900
16	960
17	1,020
18	1,080
19	1,140
20	1,200
21	1,260
22	1,320
23	1,380
24	1,440
25	1,500
26	1,560
27	1,620
28	1,680
29	1,740
30 and over	1,800

~~B. For 1997, Patrolmen shall be eligible for the December Payment provided that they are active employees as of July 1, 1997. The new rate only affects the December payment. Any longevity payments made prior to July 1, 1997, are not affected by this new language. In other words, the increased longevity rate is only applicable to employees who are active under this Agreement and will only increase the second longevity payment.~~

~~B. For 1997 and thereafter, 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 (1/2) and December (1/2) on the first regular paydays of these months.~~

~~C. 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.~~

~~D. 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**  
**CHIEF'S CLERK**

The parties agree to continue for the term of this Agreement the classification of "Chief's Clerk" who will be paid an additional salary of one thousand (\$1,000.00) dollars per year over and above the Class "A" Patrolmen base salary.

**ARTICLE 75**  
**BASE SALARY OF PATROLMEN**

**Section 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.

**Section 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 months service, the patrolman is covered by this Collective Bargaining Agreement and shall be paid according to its terms.

**Section 3.** Pay Step Advancement

The time interval required between Steps 2 through 6 shall be as follows: Step 2 to Step 3: upon completion of 24 months from date of hire; Step 3 to Step 4: upon completion of 36 months from date of hire the Patrolman will be paid according to the schedule for 4 "anniversary years"; Step 4 to Step 5: 1 years of service as calculated on the basis of "anniversary years"; Step 5 to Step 6: 18 years of service as calculated on the basis of "anniversary years".

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 36 months of service.

## Wage Schedule

Annual Salary Effective:

Classifi- cation	TIME IN SERVICE	PAY STEP	7/1/99	Salary Reduction/ <del>12/1/99</del> Ratification	7/1/2000	7/1/2001
Patrolman	12 month	2	\$30,774	32,927	33,915	34,932
Patrolman	24 month	3	32,646	34,931	35,978	37,057
Patrolman	4 AY	4	35,302	37,772	38,905	40,072
Patrolman	11AY	5	35,637	38,131	39,275	40,454
Patrolman	18 AY	6	36,308	38,850	40,016	41,215

**\*\*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 SUITS AGAINST PATROLMEN: INDEMNIFICATION

A. 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.

B. 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 77 SAVINGS CLAUSE

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 78  
PRINTING OF AGREEMENT

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 79  
DURATION OF CONTRACT

This Agreement shall be effective from July 1, 1999, to June 30, 2002

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

CITY OF CANTON

\_\_\_\_\_  
JOHN MILLER, President

\_\_\_\_\_  
RICHARD D. WATKINS, Mayor

\_\_\_\_\_  
BILL ADAMS, Vice President

\_\_\_\_\_  
PAUL W. BAIR, JR., Safety  
Director

\_\_\_\_\_  
HOLLIS R. BURKES, Secretary

\_\_\_\_\_  
NICK MERCORELLI, Treasurer

Dated: \_\_\_\_\_