



# CITY OF CANTON DIVISION OF FIRE



## COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF CANTON AND CANTON PROFESSIONAL FIREFIGHTERS ASSOCIATION LOCAL 249

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**CANTON PROFESSIONAL FIREFIGHTERS ASSOCIATION, LOCAL 249**

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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 Professional Firefighters Association, Local 249 of the International Association of Firefighters (I.A.F.F.) (hereinafter referred to as “CPFFA” or “Union”).

## **ARTICLE 2**

### **RECOGNITION**

The City agrees to recognize the CPFFA as being the sole and exclusive bargaining agent for all uniformed members of the Canton Fire Department excluding the Chief, Division Chief, all entrance level probationary firefighters, and such other positions as agreed to by the parties or as determined by SERB. The City agrees that it shall not negotiate with, nor make any contract with, any other employee organization or group seeking to represent such employees for the term of this Agreement.

## **ARTICLE 3**

### **PURPOSE**

The purpose of this Agreement is to provide a contract between the parties that mutually promotes the interests of the employees and the citizens of Canton and to set forth herein terms and conditions of employment, rates of pay, layoffs, termination of employment and hours of work for the employees, as permitted by O.R.C. 4117.08, for the efficient and effective delivery of services for the citizens of Canton.

## **ARTICLE 4**

### **DEFINITIONS**

As used in this agreement:

- A. “Anniversary Date” means January 1 of the year in which the City employee was first employed by the City following completion of the first year of employment with the City.
- B. “City” means the City of Canton, Ohio.
- C. “Day” shall be defined as calendar days excluding the weekend and holidays except where otherwise indicated.
- D. “Employee” means member of the bargaining unit.
- E. “Entrance Level Probationary Firefighter” means a cadet in the Fire Department with twelve (12) months or less of continuous service, or a cadet in the Fire Department who has not successfully completed all entry level training including basic emergency medical training, paramedic training, state certified firefighter training, street testing, and rules testing.
- F. “Leave of Absence” means an authorized absence by a full-time employee during which time his compensation and the other benefits provided under this Agreement are suspended.
- G. “Medical Leave of Absence” means an authorized absence by a full time employee due to medical reasons.



- H. "Resign Involuntarily" means the City for reasons of impropriety, inefficiency or ineffectiveness on the part of the employee, permits an employee to end his service to the City.
- I. "Resign Voluntarily" means an employee of the City, of his own choosing, ends his employment by the City.
- J. "Retire" means an employee of the City, of his own choosing, withdraws from service to the City for the purpose of receiving retirement benefits.
- K. "Shall" is always mandatory and not merely directory.
- L. "Suspend" means the City, for reasons of impropriety, inefficiency or ineffectiveness on the part of the employee, causes an employee to interrupt his services to the City for a specific time, after which time such employee resumes his employee status in the City.
- M. "Terminate" means the City, without the employee's consent or agreement, causes services of the employee with the City to end.
- N. "Workday" means an individual's regularly scheduled shift.
- O. "Year" consists of fifty-two (52) work weeks.

## **ARTICLE 5**

### **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 6**

### **INDOCTRINATION**

The CPFFA will have the right to address each new fire training class for a period of one hour while they are in attendance at the Fire Training Academy, for the purpose of informing new employees of the existence of the CPFFA and its function as a representative of employees.

## **ARTICLE 7**

### **AGENCY SHOP**

All members of the bargaining unit as identified in Article 2 of this Agreement shall either (1) maintain their membership in the CPFFA; (2) become members of the CPFFA; or (3) pay a service fee to the CPFFA in an amount which may not exceed the annual dues for membership in the CPFFA, as a condition of employment. This article shall be administered in accordance with Ohio Revised Code Section 4117.09.

In the event that a service fee is to be charged to a member of the bargaining unit, the employer shall deduct such fee in the same manner as dues are deducted as specified in Article 8 of this Agreement.

The CPFFA 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**

### **PAYROLL DEDUCTION OF DUES**

The City agrees to deduct the CPFFA dues from any member of the Union who provides written authorization to the City for a payroll deduction. Upon written receipt from the member, the City also agrees to deduct from members payroll contributions to PAC/PCE funds established by the membership of Local 249 in compliance with the Ohio Revised Code, forwarding payment to the Treasurer of those funds. Such authorization may be revocable by written notice upon the will of the employee, pursuant to Section 9.41 of the Ohio Revised Code. The CPFFA 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 agrees to deduct fair share fees from non-members of the bargaining unit who are otherwise eligible in accordance with Section 4117.09(C) of the Ohio Revised Code.

The CPFFA 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 or with Article 7 concerning Agency Shop.

## **ARTICLE 9**

### **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 CPFFA for purposes of this Agreement.

## **ARTICLE 10**

### **EMPLOYEE ROSTER**

The City shall provide to the Union upon request an employee roster, including names, addresses, and anniversary dates of all members of the Fire Department.

## **ARTICLE 11**

### **NON DISCRIMINATION**

The City and the CPFFA 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, 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, political affiliation, gender identity, sexual orientation, or ancestry in the application of this Agreement. The parties further agree that neither the City nor the CPFFA 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 CPFFA. Wherever the male gender is used in this Agreement, it shall be construed to include both male and female.

Unless otherwise specified, whenever the word firefighter is used it shall be construed to mean both firefighter and firefighter/paramedic.

## **ARTICLE 12**

### **JOINT LABOR/MANAGEMENT COMMITTEE**

To provide for a means of better communication and understanding between the CPFFA and the City, the leadership of the CPFFA will participate in the Mayor's Joint Labor/Management Committee meetings, which will be scheduled at least once quarterly. Individual grievances will not be a subject matter for discussion at these meetings. Members of the bargaining unit who participate in Joint Labor/Management Committee meetings will be designated by the President of the CPFFA.

## **ARTICLE 13**

### **MANAGEMENT RIGHTS**

Unless otherwise specifically agreed to in the Collective Bargaining Agreement, the City retains all rights and responsibility 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 service, its overall budget, utilizations 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 of personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote or discharge for must cause, or lay off, 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; and
9. Take actions to carry out the mission of the public employer as a government 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 14**

### **LIGHT DUTY**

Members who are temporarily disabled and cannot perform regular duty may be assigned to light duty on a case-by-case basis unless medically unable to do so, provided such work is determined to be available by the Chief.

## **ARTICLE 15**

### **TEMPORARY APPOINTMENTS**

The City shall train employees who are eligible for temporary appointment to work in the next highest rank. The appointment to Battalion Chief shall be by departmental seniority for captains on each shift. The appointment to captain shall be by departmental seniority for firefighters at the company where the vacancy exists.

The City shall retain discretion to bypass the most senior employee for temporary appointment. Such discretion shall be exercised in a reasonable manner based upon sufficient justification; and any act by the City in bypassing a more senior employee for temporary appointment shall be subject to grievance.

A temporary appointment will receive compensation only when assigned to a higher rank for one hour or more of the number of regular hours in a workday, however no floating for less than six (6) hours.

When a firefighter is appointed as a Captain on a temporary basis, the amount paid as a premium shall be the difference in daily rate between the rate for firefighter with thirty-six (36) months of service and the lowest rate for Captain. When a Captain is appointed as a Battalion Chief on a temporary basis, the amount paid as a premium shall be the difference in the hourly rate of the 18 year Captain and that of Battalion Chief.

See Appendix A for rate schedule.

When any member of the bargaining unit is temporarily assigned to work in the next highest rank and required to arrive at work early or to stay over at the end of his/her shift, this shall be considered an extension of his/her shift and shall be paid pay for rank at the overtime rate for which they are working.

The temporary appointment to EMS/Safety Captain shall be done as follows:

1. Whenever one of the regularly assigned EMS/Safety Captains is absent and it is necessary to temporarily assign a replacement, it will first be from a list of Captain/Paramedics that have volunteered to be on the list and have completed the 16 hour Incident Safety Officer Training.
2. If there are no Captain/Paramedics available that fit the above criteria, then the Chief will choose from a second list of Captains that have volunteered to be on the list but have not yet completed the Incident Safety Officer Training.
3. The order of selection from the lists shall be at the Chief's discretion, but best efforts will be made to give all on the list an opportunity to serve in a temporary appointment capacity.

## **ARTICLE 16**

### **REVIEW OF PERSONNEL FILES**

A member of the bargaining unit may, at reasonable times, request an opportunity to review his personal service record and add memoranda to the file clarifying any documents contained in the file. An employee may have a representative member of the CPFFA present when reviewing his file. A request for copies of items included in the file will be honored. A member of the bargaining unit may request removal of specific items in his file, which request would be subject to review by the Chief on a case by case basis. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition. Members of the bargaining unit shall be notified when any reprimands are placed in their personnel file.

The Personal Service Record of any member of the bargaining unit is to be cleared as follows: reprimands contained in an individual's personnel file shall be automatically removed upon request by the individual member of the bargaining unit if twelve (12) months have passed from the date of the last written reprimand and the individual employee has incurred no further reprimands or disciplinary action within the twelve (12) month period.

## **ARTICLE 17**

### **BULLETIN BOARDS**

The Union shall be permitted to maintain, at each station house, one bulletin board to be used exclusively for union business. In those stations where two bulletin boards presently exist, the City of Canton will give one to the Union, or where feasible, the City will permit the Union to utilize an area of an existing bulletin board for Union business. The bargaining unit shall purchase any additional bulletin boards at its expense which it deems necessary.

## **ARTICLE 18**

### **PRINTING OF AGREEMENT**

The City of Canton shall pay for, and the Union shall be responsible for, the printing of twenty-five (25) copies of the Collective Bargaining Agreement. The City also agrees to provide an electronic copy of the contract on the City's website.

## **ARTICLE 19**

### **MODE OF PAYMENT**

Two weeks pay shall be held back from all City employees. The amount payable to employees on a bi-weekly basis shall be determined by dividing the applicable annual rate by 26 with any fractional cents in favor of the employee. For 40 hour employees, 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. Paychecks shall be issued by direct deposit every other week by 3:30 p.m. on Thursday, unless Thursday is New Year's Day.

## **ARTICLE 20**

### **GRIEVANCE PROCEDURE**

A grievance is a dispute between the City and the Union or an employee or group of employees as to the interpretation, application, violation, to include discipline, of any terms or provisions of this Agreement or the departmental rules and regulations. A grievance may be initiated either by the Union 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.

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 Union. Except as otherwise provided herein, the Union specifically elects to utilize the grievance procedure set forth in this Section for dispute resolution of all matters covered by this Agreement, to include all disciplinary matters involving employees in lieu of statutory remedies involving the appeal to the Civil Service Commission.

The following procedures shall be utilized for the handling of grievances: failure to respond at any step within the designated time period will automatically progress the grievance to the next step. All grievances should be presented at the place where the grievance occurred.

Step 1: The grievant shall attempt to resolve any grievance with the officer concerned on an informal oral basis within ten days of occurrence constituting the grievance or within ten days after it becomes known to the employee.

1. If the grievance involves a complaint of assignment to non-emergency work, not directly connected with fire fighting or emergency medical service, the Union on behalf of the employee may notify the Safety Director of the existence of the grievance and request the Safety Director to suspend the assignment. The Safety Director shall have the discretion to suspend or not suspend the assignment; his determination with regard to suspending of the assignment shall not be appealable.

Step 2: If the grievance is not resolved at Step 1, the grievant shall present the grievance in writing within ten (10) days after an attempt for resolution has failed, to the Chief. The Chief shall make a decision in writing within five (5) days following the date of a discretionary hearing, but no later than eight (8) days after filing of their grievance, whichever occurs later, and shall submit his written decision to the Safety Director, Division Chief, Battalion Chief, Union Representative, and grievant. If the grievance is unresolved at Step 2, then the grievance shall be presented to the Union Screening Committee for a merit review prior to initiating any further steps in this process. Should the committee recommend further appeal, the grievance will move to Step 3. Should the committee deny further appeal, the grievance shall be considered to have been resolved.

Step 3: The Union, on behalf of the grievant, may appeal in writing within ten (10) days after receipt of the written decision of the Chief in Step 2 to the Safety Director or his designated representative. The Safety Director or his designee shall hold an open meeting concerning the grievance within ten (10) days from receipt of the written appeal unless any of the parties thereto object to an open meeting. The Director or his designee shall render his decision within ten (10) days from the date of the meeting, with copies to the Union representative and grievant. In the event that more than ten (10) grievances are pending at any one time, then the

time limit for the holding of the meeting shall be extended to not less than ten (10) days or to such larger amount of time as the parties may agree.

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.

If either party requests arbitration in writing and the other party fails or refuses within ten (10) days of receipt of the written request for arbitration to agree to arbitrate, the party failing or refusing to arbitrate shall forfeit its case and the demand of the party requesting the arbitration shall be deemed to have been granted.

Within five (5) days after the parties have agreed to arbitrate a dispute, the parties shall meet to select an arbitrator by mutual agreement. If such an agreement is not reached, the parties shall jointly notify the American Arbitration Association of the arbitration and request the submission of a list of arbitrators. Within seven (7) days following receipt of the list of names of arbitrators, the employer and the Union shall meet to 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.

The arbitration shall be conducted pursuant to the rules and standards utilized by the arbitrator.

All expenses involved in the arbitration proceedings shall be the responsibility of the party in which the arbitrator rules against. However, expenses relating to the calling of witnesses or the obtaining of depositions shall be borne by the party at whose request such witnesses or depositions are required. Transcripts shall be at the expense of the party who orders the hearing testimony typed but the parties shall equally divide the cost of the appearance of any court reporter retained. A Court Reporter shall be required if either party so requests. The parties may agree to tape record the arbitration hearing in lieu of the use of a court reporter.

Time limits may be waived by mutual consent in writing.

The decision of the Arbitrator shall be final and binding on the parties. The Arbitrator shall not have the power to add to or subtract from or modify any of the terms of this Agreement.

The grievant may be represented by the union representative or by his individually retained legal counsel at all steps of the procedure.

## **ARTICLE 21**

### **CPFFA BUSINESS AND MEETINGS**

The President of the CPFFA shall be permitted to utilize unlimited time off from duty, with full regular pay, for the conduct of any Union business. The Union President shall notify the shift commander at least one workday in advance whenever feasible prior to utilizing time for Union business in order to permit scheduling. Due to the unavailability of the President of the Union for reasons of vacation, sickness, or injury, 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 Fire Chief. The President of the

Union may additionally take one (1) member of the Union other than himself with full regular pay to no more than four (4) events per year, limited to six (6) calendar days per event.

Officers of the CPFFA and members of the Negotiating Committee, Grievance Committee, Labor/Management Committee shall be permitted to attend CPFFA meetings and committee meetings without loss of pay. The CPFFA President will provide the Chief with an up-to-date list on an ongoing basis.

The Union may hold meetings on Fire Department property, with preapproval and scheduling through the Chief's office, on or after 1700 hours. All off duty Union members shall be afforded the opportunity to attend said meetings and if not on a call, the on duty members assigned to the station where the meeting is held may attend. The Union agrees the meetings will not disrupt the operations of the Fire Department. Committee meetings will be permitted with preapproval and scheduling through the Chief's office.

The City agrees to release a member of the bargaining unit from duty who is elected as an officer of the Ohio Association of Professional Firefighters (OAPFF) without loss of pay or benefits for up to five (5) work days of eight (8) or twenty-four (24) hours in a calendar year for such employee to carry out his/her official duties as an OAPFF officer. Such employee shall return to his/her duty shift during that portion of the shift when he/she is not required to be away for his/her duties as an officer of the OAPFF. This paid leave shall continue so long as the employee continues as an OAPFF officer and is a member of the bargaining unit.

## **ARTICLE 22**

### **TRADES**

Employees may substitute for other employees or themselves and work each others' shifts or Kelly days provided they give one (1) working day's notice for a full-day trade in writing to the shift commander. The notice of the trade does not need to explain the reason for the trade. Trading with another firefighter or captain is not subject to the approval of the shift commander, who can, however, challenge the trade for lack of competence of the substituting employee for the job. Captains can obtain captains or acting captains of equal or greater competence to substitute for them; and firefighters can obtain firefighters or captains of equal or greater competence to substitute for them. Partial trades for periods of less than 24 hours shall not require prior approval, but shall require prior notice to the shift commander in accordance with past practice.

The City shall not be required to pay any overtime to any employee, or any wages in excess of those which would have been paid to the originally scheduled employee, as the result of any trade.

The employee who works the holiday in trade with another employee receives the premium pay.

Any trade that would jeopardize the ability of the City to keep all of the fire stations open may be rejected by the Chief.



## **ARTICLE 23**

### **PROMOTIONAL STEPS**

Upon promotion of a bargaining unit member, the promoted employee shall start immediately in the step commensurate with his seniority.

## **ARTICLE 24**

### **PROMOTIONAL EXAMINATIONS**

Where permitted by the rules and regulations of the Civil Service Commission, the City, with the advice of the Union, shall designate specific materials on which examinations for promotions shall be based, and the City shall make the list available for study to bargaining unit members one year prior to the expiration of the existing promotional list.

The City agrees to form a task force with the Union which will make recommendations to the Civil Service Commission regarding objective criteria to be used in the grading of promotional exams and the creation of eligibility lists.

## **ARTICLE 25**

### **MINIMUM MANNING OF VEHICLES**

The City shall maintain the following minimum manning requirements for the following vehicles: one captain or acting captain and two firefighters per pumper truck; one captain or acting captain and four firefighters per ladder truck; and two firefighter/paramedics per ambulance or two EMTs; one captain or acting captain per safety officer vehicle; one battalion chief or acting battalion chief and one fire suppression specialist per battalion chief vehicle.

## **ARTICLE 26**

### **EMERGENCY AMBULANCE PERSONNEL**

The City shall provide emergency ambulance personnel to be present at any life threatening fire/rescue scene as determined by the Incident Commander subject to availability of the City ambulance and medical personnel.

## **ARTICLE 27**

### **ANNUAL SPRING CLEANING: DAILY WASHING OF EQUIPMENT**

Firefighters shall be required to clean their living areas, the watch desk, office area as part of annual spring cleaning, but shall not be responsible for cleaning apparatus rooms, storage rooms, basements, or attics as part of the annual spring cleaning. These latter rooms shall be cleaned, however, on a daily or regular basis.

Ambulances, fire trucks and other firefighting equipment shall be washed only once daily in the morning if the captain deems it necessary or as is required to maintain the safety of the firefighters.

## **ARTICLE 28**

### **LAYOFF PROCEDURE**

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

more senior firefighter may choose to take a layoff in lieu of a junior firefighter. Any firefighter laid off for economic reasons and/or due to an abolishment of the individual's position shall have indefinite recall rights.

The City shall pay firefighters who are laid off the following: accrued regular and overtime pay; accrued compensatory time; and accrued vacation time; and accrued risk allowance pay; and longevity pay as provided for in Article 43, Section C.

## **ARTICLE 29**

### **MILITARY LEAVE**

When a member is on military leave for both annual training and weekend drills, the City will pay the difference in wages between the employee's regular daily rate and the military daily rate for a period not to exceed four hundred eight (408) hours in a calendar year. If an employee returns to work at or before 7:00 p.m., only one-half of the military daily rate shall be deducted. If an employee misses one hour or less of his work shift, no monies will be deducted from his pay.

## **ARTICLE 30**

### **MILITARY SERVICE**

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

Hospitalization/medical insurance currently in effect as a benefit for City employees shall remain in effect for thirty (30) days after the employee departs for active military duty. If during the thirty (30) day period military hospitalization/medical coverage exists for the activated employee and his family, then such military insurance will be considered the primary coverage.

In the event that a unit member is called to active duty for a continuous period in excess of thirty (30) days because of an executive order issued by the President of the United States or an act of Congress, the member and his covered dependents shall continue to remain eligible for all existing health care benefits as provided for in the City's health benefit plan.

The City agrees to waive all health care premiums for members called to active duty, and their covered dependents until such time as they have returned to the position held prior to active military duty.

## **ARTICLE 31**

### **LEAVE OF ABSENCE/SUSPENSION**

Only elected officials or their designees shall have the authority to authorize in writing any leave of absence which shall not exceed six (6) months in duration. In the event that the accrued sick leave of a full time employee is depleted, the City may authorize a medical leave of absence for said employee for an additional six (6) months. An employee shall utilize accumulated sick leave, vacation, holidays, and accumulated compensatory time before being placed on medical leave of absence. Any absence beyond the authorized leave of absence shall be deemed a termination.

During a voluntary leave of absence, a City employee does not receive compensation, hospitalization, accrued sick leave, vacation and longevity credit or any other benefits.

The medical leave of absence shall be without pay and fringe benefits except for health care benefits and life insurance.

Except for a job related court appearance, an employee will not receive wages, sick leave, injury leave, overtime, bereavement leave, holiday premium, military leave, perfect attendance eligibility, trades, and risk allowance while on suspension.

While on suspension an employee will be eligible for vacation – if the vacation was scheduled before the suspension, sick leave accrual, payment for Paramedic Continuing Education hours at straight time, longevity pay, uniform allowance, and education incentive pay.

A suspension shall be served on consecutive workdays, including Kelly days.

The Chief shall assign an employee to an Administrative Leave of Absence Without Pay (ALAWP) in lieu of a disciplinary suspension when the employee has had his/her driver's license and work privileges revoked due to a Financial Responsibility Act (FRA) suspension.

The ALAWP would expire upon the reissuance of the driver's license or the court's granting of work privileges. The ALAWP is limited to a period of ninety (90) days unless the Safety Director has authorized an ALAWP for an additional time period.

For the purpose of benefits, the employee shall be treated as if on suspension except that the Chief shall re-schedule vacation into the ALAWP at the request of the employee.

## **ARTICLE 32**

### **FUNERAL OR BEREAVEMENT LEAVE**

A shift employee may utilize three (3) calendar days and forty (40) hour personnel may utilize three (3) business days for attending the funeral of the mother, father, child, grandchild, spouse, brother, sister, grandfather, grandmother, legal guardian, brother-in-law, sister-in-law, father-in-law, mother-in-law of the employee, step-parents, step-children, step-grandchildren and grandparents of the spouse.

Bereavement leave shall start at 0700 hours after the time of the notification of the death, or later if the circumstances warrant a delay which approval shall not be unreasonable denied.

In a city located more than 150 miles from Canton, the employee may, if necessary, utilize an additional two (2) calendar days for travel for the above family member deaths, which shall not be charged to sick leave.

The employee may be authorized sick leave for purposes of attending the funeral of other relatives or close personal friends upon written request to the department head or in the discretion of the department head.

Additional sick days off, in excess of Bereavement Leave, may be granted by the Fire Chief in circumstances where such leave is deemed necessary. This leave shall not be unreasonable denied.

## **ARTICLE 33**

### **FAMILY MEDICAL LEAVE BENEFITS**

The City shall abide by the federal Family Medical Leave Act (FMLA) which addresses the use of authorized medical leave for births, adoptions, foster placement, and serious illness of specified family members for up to twelve weeks. Accumulated sick leave, if eligible, vacation, holidays, and compensatory time shall first be utilized and included as designated FMLA leave, the use of which shall be based upon a calendar year. Prior to returning to active duty, a fitness for duty certification may be required at the discretion of the Safety Director.

The City shall maintain health and life insurance benefits for the employee during the authorized FMLA leave.

## **ARTICLE 34**

### **DEATH BENEFITS**

Upon the death of an employee, the following benefits shall be payable to the employee's spouse or to the employee's estate if there is no surviving spouse:

All earned and unused sick leave up to a maximum of 188.5 days (this amount shall be paid out at the rate of an unworked holiday)

All earned and unused vacation, including banked vacation

All earned and unused compensatory time

Uniform allowance, payable in accordance with the terms of this contract

## **ARTICLE 35**

### **WORK WEEK**

The work week for all suppression personnel shall be a three-platoon fifty and four tenths (50.4) hour schedule, consisting of three consecutive twenty-four (24) continuous hour shifts, providing for two continuous twenty-four off-duty periods for each on-duty period, and a further off-duty day of twenty-four (24) hours (Kelly Days) after nine (9) normal scheduled days of work. The work week for all personnel assigned to Staff positions (which includes, but is not limited to) the Fire Prevention Bureau, Chief's Clerk, E.M.S. Captain, Operations Captain, Supervisor of Building and Apparatus Repair and the Training Captain, shall be a forty (40) hour schedule.

## **ARTICLE 36**

### **UNIFORM ALLOWANCE**

- A. The City shall maintain a uniform allowance for all members of the bargaining unit. The allowance shall be allocated in two annual and equal payments. The allocations will be made on the second regular pay in March and September. The total annual allowance will be for \$1,300.00. If any employee retires on or before June 30, he shall receive \$650.00 for uniform allowance. If an employee retires on or after July 1, he shall receive \$1,300.00 for the year in which he retires.

- B. Bargaining unit members who are off for ninety (90) consecutive days due to sick leave shall thereafter have their uniform allowance payment reduced by one-twelfth (1/12) for each subsequent thirty (30) day period that employee is off due to sick leave.
- C. Members of the division shall provide themselves with uniform clothing as specified by the Chief, same to be worn with the insignia denoting their rank.
- D. All dress uniforms, fatigue uniforms, station uniforms, caps, buttons or other clothing relative to the attire of members while on duty shall be the design and specification adopted by the Chief.
- E. No member of the division while off duty shall wear the uniform, or any part thereof, for the purpose of identifying himself as a member of the division in order to gain entrance to any place of amusement, or any other purpose, without permission of the Chief.
- F. Only badges, buttons, insignia or devices authorized by the Chief's directive pertaining to the uniforms shall be worn on any part of the uniform.
- G. The following personal firefighting equipment (turnout gear) will be issued and replaced by the City.  
  
One helmet, one pair boots, two bunker pants, two pair gloves, two fire coats (turnout), one ambulance coat (paramedics), two hoods (turnout), bullet proof vest, whatever else the City requires
- H. Station uniform is fatigue pants or short pants, short sleeve dark blue sport shirt or an optional long sleeved sweatshirt with CFD embroidered logo with rank on left side front, or blue long or short sleeved t-shirt with screen printed CFD patch on front left chest and CANTON FIRE on back, black belt, black or dark blue socks, black shoes, windbreaker with CFD patch at the left front with first initial and last name under the right pocket.  
  
Firefighters who are going off duty shall be permitted to change into civilian dress after 6:00 a.m.
- I. Any substantial change to Directive #4 (Uniform Requirements) will be negotiated by the Chief and the Union negotiating committee.

## **ARTICLE 37**

### **DRUG SCREENING**

The City and the Union will make a good faith effort to maintain a drug free workplace by complying with the requirements of the Federal Drug Free Workplace Act of 1988, enhancing the health and safety of employees and the public, thereby providing more cost efficient delivery of municipal services.

- A. Drug and/or alcohol screening or testing shall be conducted upon reasonable suspicion. Reasonable suspicion means a conclusion based on personal observation of specific objective instances of employee conduct, that an employee is exhibiting aberrant or unusual on duty behavior which is the type of behavior which is recognized and accepted as a symptom of intoxication or impairment caused by controlled substances or alcohol and is not reasonable explained as a result of other causes such as fatigue, side effects to prescription or over-the-counter medication, reaction to fumes, smoke or other job related

causes or factors. Such behavior may include, but is not limited to, a substantial drop in the employee's performance level, impaired judgment or reasoning, decreased level of attention or sensory abilities, or other behavioral changes.

- B. This testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceeding. The following procedures shall not preclude the employer from other administrative action.
- C. Drug and/or alcohol testing may also be ordered when an employee is involved in an on duty motor vehicle accident which results in bodily injuries to any vehicle occupants or to the employee, has caused damage to City property in excess of \$1,000.00, or when the employee has discharged a weapon while on duty.
- D. All drug screening tests shall be conducted by medical laboratories licensed by the state of Ohio and accredited by the College of American Pathologists or other mutually agreed upon entity. The procedures utilized by the testing lab shall correspond to accepted medical practice. Any positive drug screening result shall be confirmed by a mass spectrophotometry procedure (GS-MS), or any approved subsequent state-of-the-art confirmatory test.
- E. Blood alcohol screening tests shall be conducted by a properly certified medical laboratory. Breath alcohol tests shall be conducted upon a properly calibrated breath alcohol analysis machine by a certified law enforcement officer or certified medical laboratory pursuant to applicable Ohio statutes and regulations. Either method of testing shall be ordered by the Chief or his designee depending on the surrounding circumstances based upon a reasonable suspicion.
- F. Drug screening tests shall be given to employees to detect the illegal use of controlled substances as defined in Chapter 3719 of the Ohio Revised Code. If the screening is positive, the employee shall be ordered to undergo a confirmatory test that shall be administered by a medical laboratory licensed by the State of Ohio and accredited by the College of American Pathologists or other mutually agreed upon entity. The employee may have a second confirmatory test of the split sample done at a lab of his/her choosing, at his/her expense. This test shall be given the same evidentiary weight as the previous test, provided a neutral chain of custody remains unbroken.
  - 1. If all of the drug screening and confirmatory tests are positive, the City shall discipline the employee up to and including termination, pursuant to due process.
  - 2. Prior to any drug and/or alcohol screening which is mandated, an employee may elect to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel. The cost of the program will be covered according to the provisions of the employee's health insurance plan.
  - 3. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, or personal days for the period of the rehabilitation. If no such leave credit is available, such employee shall be

placed on medical leave of absence without pay for the period of the rehabilitation leave.

4. Upon completion of the program and a retest that demonstrates that the employee is no longer illegally using a controlled substance, the employee shall be returned to his/her position. Such employee may be subject to random retesting upon return to his/her position for a period of one (1) year from the date of his/her return.
  5. Any employee in the above-mentioned rehabilitation program will not lose any seniority or health benefits should it be necessary that he/she be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.
  6. If an employee refuses to undergo rehabilitation or detoxification pursuant to a lawful order, or if an employee fails to complete a program of rehabilitation, or if an employee should test positive at any time within one (1) year after his/her return to work upon completion of the rehabilitation program, the employee shall be subject to disciplinary action up to and including termination.
  7. Except as otherwise provided herein, the cost of all drug and alcohol screening shall be borne by the City.
- G. For the purpose of implementing the provisions of this article, each bargaining unit member shall execute medical releases in order for the City to obtain the results of the drug and/or alcohol screening provided for in this article. The release referred to in this section shall authorize only the release of examination results pertaining to the drug and/or alcohol screening test. Such medical releases shall be provided by the employer. Failure to execute said release shall result in a disciplinary hearing.

## **ARTICLE 38**

### **GIFT OF BADGE**

The City of Canton will give as a gift to each retiring employee his or her badge and helmet at the time of retirement.

## **ARTICLE 39**

### **COMBINATION COMPANIES**

Combination companies may be implemented throughout the Fire Department at the Fire Chief's discretion with the following limitations:

- A. Combination companies shall have two (2) medics assigned at all times and, when possible, utilizing regular on duty personnel, the third member will also be a medic.
- B. All personnel assigned to a combination company shall receive paramedic premium pay while so assigned.

- C. If the daily staffing of each battalion falls below thirty-one (31) suppression personnel the combination companies will discontinue for the remainder of the shift or until sufficient personnel can be called in on overtime to assist with the manpower shortage.

## **ARTICLE 40**

### **RESIDENCY REQUIREMENT**

There shall be no residency requirement.

## **ARTICLE 41**

### **HOLIDAYS**

- A. The official paid holidays of the City are:
  - January 1, known as New Year's Day
  - The third Monday in January, known as Martin Luther King Day
  - The third Monday in February, known as Presidents Day
  - Good Friday
  - Easter
  - The last Monday in May, known as Memorial Day
  - July 4, known as Independence Day
  - The first Monday in September, known as Labor Day
  - November 11, known as Veterans Day
  - The fourth Thursday in November, known as Thanksgiving Day
  - The fourth Friday in November after Thanksgiving Day
  - December 25, known as Christmas Day
  - Personal Holiday to all regularly assigned 40 hour personnel
- B. Members of the bargaining unit may substitute two (2) other religious days in lieu of taking Good Friday or Christmas as a paid holiday. This option shall be exercised in writing to the Chief no later than March 1<sup>st</sup> of each year.
- C. In consideration of the fifty and four-tenths (50.4) hour work week, members of the bargaining unit agree to give up the right to a personal holiday. This provision shall become effective on January 1, 1985. This provision is inapplicable for forty-hour work week employees.
- D. With respect to forty hour (40) work week employees, in the event that any paid holiday falls on a Saturday, it shall be celebrated on the immediate preceding Friday; and in the event that a paid holiday falls on a Sunday, it shall be celebrated on the immediately subsequent Monday. Paid holidays shall commence at 12:01 a.m. and end at 12:00 midnight.
- E. All employees shall be entitled to an additional day's pay at the eight (8) hour rate for each holiday in Section A, except for the personal holiday. All employees who work a holiday, except the personal holiday, shall be paid holiday pay at the twelve (12) hour rate in lieu of the additional day's pay. In the event an employee is scheduled to work on a holiday and he



is on sick leave, he shall not be entitled to the additional day's pay nor the holiday pay and shall be paid according to the ordinances that provide for sick pay.

An employee who commences a work day while being paid a holiday rate and subsequently converts to sick leave after working a partial day shall be paid while on duty at an hourly rate equal to one-twenty fourth (1/24) of the applicable rate of holiday pay; the remainder of the shift shall be paid at the applicable sick leave rate of pay.

- F. Refer to Appendix A for the Holiday Pay schedule.
- G. All employees shall be entitled to an additional day's pay at the eight (8) hour rate, when on vacation, Kelly day, compensatory time, perfect attendance day, injury leave, bereavement leave or extended bereavement leave.

**ARTICLE 42  
VACATIONS**

- A. Members of the bargaining unit hired prior to April 1, 1982, shall be entitled to vacations according to the following schedule:

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

- B. Members of the bargaining unit who were hired on or after April 1, 1982, shall be entitled to vacation according to the following schedule:

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

- C. For the purpose of administering the aforesaid vacations, the work week shall be Saturday through Friday, and all days included therein shall be deemed work days for all employees. Vacations run from 7:00 a.m. on Saturday through 6:59 a.m. the following Saturday.
- D. The City shall schedule vacations to conform to operating requirements meeting the employee's desires where practicable. Vacations shall be taken in increments of one (1) week. Smaller increments can be taken with approval from the Division Chief.

There shall be a limitation of no more than four (4) persons in a vacation period. Except upon approval of the chief, additional persons may be permitted in a vacation period, if necessary, in the event that there are more total vacation weeks on a platoon, than there are vacation periods, in order to give everyone their total vacation weeks earned for that year.

A shift Commander may not instruct an employee to not report to work due to inclement weather or lack of work resulting in the loss of a scheduled work day.

- E. 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 week prior to such period.
- F. Vacations shall be picked in the following manner; All members of the bargaining unit will be placed on split seniority lists by shifts and members placed in 1<sup>st</sup> choice groups shall select their vacation by seniority as their name appears in order on that list. The 2<sup>nd</sup> choice group will fill in any available openings. Vacations will be split in two choices or rounds. On the 2<sup>nd</sup> choice round, remaining vacation may be split any number of times. Each year the groups on each platoon shall exchange positions on 1<sup>st</sup> and 2<sup>nd</sup> choices of vacations. If any member so desires, they may choose to remain in the 2<sup>nd</sup> choice position for two consecutive years to adjust their position on the split seniority list. This shall be done prior to picking vacations.

- G. Vacation time cannot be accumulated and must be used within the calendar year that it is earned, except that full-time employees who are hired during the month of December may take their vacation within thirty (30) days of the expiration date of their first year of service.
- H. Vacation periods may include the last week of the year (e.g. if the last Saturday of the year is December 27, the vacation will run from Saturday through the following Friday as the other weeks do. This week will run into the following year).
- I. Employees may bank up to fifteen (15) weeks of earned vacation time toward retirement, and payable at retirement. No more than three (3) weeks of earned vacation may be banked in any year.
- J. Cashing Out Banked Vacation
  - 1. The following option is only available for employees who are in their 20<sup>th</sup> year or later of service (inclusive 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 appropriate 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.
- K. If an employee is on injury leave during his/her pre-scheduled vacation and returns to duty within the same calendar year, the City will re-schedule the remaining vacation time within the remainder of that year. If an employee is on injury leave during vacation and will not return to duty within the same calendar year, he/she will be assigned the balance of his/her vacation at the end of the calendar year and his/her injury leave will be extended into the next year by the same amount of work days as the re-scheduled vacation. An employee may always choose the option of banking the vacation if he/she has not reached the annual maximum of weeks permitted under this agreement.

- L. In lieu of, or an addition to banking vacation, an employee may request to receive cash payment for unused vacation of not more than two (2) weeks per year in minimum increments of one (1) week, 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 October 31<sup>st</sup> each year. Approval of the cash payment option is within the sole discretion of the appointing authority. The Safety Director shall take into consideration the cost of the option versus overtime costs when making a decision to approve or deny an employee's request.

**ARTICLE 43  
LONGEVITY PAY**

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

Anniversary Date (Years)	Payment
3	\$180.00
4	\$240.00
5	\$300.00
6	\$360.00
7	\$420.00
9	\$540.00
10	\$600.00
11	\$660.00
12	\$720.00
14	\$840.00
15	\$900.00
16	\$960.00
17	\$1,020.00
18	\$1080.00
19	\$1,140.00
20	\$1,200.00
21	\$1,260.00

22	\$1,320.00
23	\$1,380.00
24	\$1,440.00
25	\$1,500.00
26	\$1,560.00
27	\$1,620.00
28	\$1,680.00
29	\$1,740.00
30+	\$1,800.00

- B. Longevity pay shall vest on the anniversary date of the employee. Longevity pay shall be paid in the months of June and December on the first regular payday of these months. After the first full year of employment, and every year thereafter, the anniversary date of the employee reverts to January 1 of each year.
- C. Upon retirement, voluntary termination, involuntary termination or lay-off, or due to permanent disability, longevity pay shall be paid to such full-time employees for the year in which he retires, is voluntarily terminated, is involuntarily terminated, is laid off or separates from the service of the City due to a permanent disability.
- 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 44  
RESERVED**

**ARTICLE 45  
TRAVEL EXPENSES GENERALLY**

Any employee who has been authorized travel expenses by the Safety Director shall be entitled to reimbursement for expenses at the rates set forth by the relevant City ordinance upon submission of a properly detailed expense statement.

## **ARTICLE 46**

### **SICK LEAVE**

Regardless of the number of hours worked, members of the bargaining unit shall accrue leave at the rate of one and one-fourth (1 ¼) days per month or an amount not to exceed fifteen per year. Sick leave shall be utilized for up to twenty-four (24) hour days per absence due to illness, injury, exposure to contagious disease which could be communicated to other employees or illness in the employee's immediate family. Sick leave will be deducted on an hour-by-hour basis. Partially worked holidays will be paid as provided in Article 41, Section D.

The City will pay to each member of the bargaining unit who has nine (9) months of perfect attendance without use of sick leave and/or injury leave two additional days pay at the applicable eight (8) hour rate (see Appendix A).

### **ABSENTEE POLICY**

1. An incident of absence is any day, consecutive day or part (1/3 day or more) of a day that an employee is not at work other than personal day, holiday, vacation, compensatory time, jury duty, court appearance (if subpoenaed), approved leave of absence, injury leave, pre-approved absence of one (1) day or less due to a doctor's appointment, Union time, hospitalization, or bereavement leave.
2. Prearranged absence of one (1) day or less for doctor's or dentist's appointments will not be charged as an absence occurrence providing the employee supplied documentation to support the appointment or visit.
3. Employees must provide a physician's certificate for any absence extending for four (4) or more scheduled workdays for 40 hour firefighters and two (2) or more scheduled workdays for 24 hour shift firefighters.
4. "Pattern Abuse" shall constitute grounds for discipline. Pattern abuse consists of absence while on sick leave as evidenced by a frequency or pattern contiguous with or related to holidays, weekends, Kelly days, vacation days, and/or consistent or regular usage of available sick leave.

### **DONATE SICK LEAVE**

Employees may voluntarily donate sick leave to other employees provided that the donation is purely voluntary and the recipient employee has less than one hundred twenty (120) hours of accrued sick leave at the time the donation is made and has not been disciplined for absenteeism in the past twelve (12) months. Donated sick leave may only be used for serious illness or injury on the part of the employee or the employee's immediate family. Except in cases of catastrophic illness or injury, an employee may not make more than one donation of sick leave to the same employee in a twelve (12) month period. Any donated sick leave not used shall be returned to the donor upon the recipient's return to work or separation from service. All donations of sick leave in accordance with this paragraph are subject to the sole approval of the Safety Director.

**ARTICLE 47**  
**HOME VISITATION**

Management shall not utilize home visitation for disciplinary purposes.

**ARTICLE 48**  
**TERMINAL PAY**

- A. The City shall pay to each employee 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 Days	Percentage Paid Out
0 through 188.5	100% of all days earned

The payment for an employee shall be at the employee’s 40 hour daily rate listed in Appendix A, provided the employee meets one of the following conditions:

1. Completion of twelve (12) years of continuous service with the City, and immediate eligibility for monthly State disability pension benefits, shall entitle the employee to 100% of all days earned up to 188.5 days.
  2. Completion of twenty (20) years of continuous service with the City, and retirement with eligibility for vested State pension benefits, shall entitle the employee to 100% of all days earned up to 188.5 days.
- B. In the event an employee shall retire from the City having completed twenty-five (25) or more continuous years of service, the City shall pay to such employee a sum of which is in accordance with the following schedule (the employee has the option of including all, some or none of the military time they have purchased for purposes of the calculations):

Years of Service	Percentage Paid Out
25 and/or first year of eligibility	40% of all days over 188.5
26	25% of all days over 188.5
27	20% of all days over 188.5
28	15% of all days over 188.5
29 or more years of service	10% of all days over 188.5

An employee’s 25<sup>th</sup> year is defined as the calendar year in which that employee completed 25 years of continuous service. Said employee must retire by December 31 of that calendar year in order to receive the premium associated with the 25<sup>th</sup> year in the above schedule. An employee who fails to retire by December 31 of his 25<sup>th</sup> year shall be compensated based on his respective

“Years of Service” according to the above schedule. For the purpose of this article an employee’s “Years of Service” is determined based on the calendar year during which said employee will have completed 26 or more years of service.

- C. For the purpose of this Article, sick leave days used are only those days of sickness in which the employee was scheduled to work. Days on which the employee has been absent because of job-related injuries shall not count for the purpose of this section. Job related injuries are those injuries which result in lost time, seven (7) calendar 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 (7) calendar days of lost time which have been approved by the Safety Director.
- D. 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 Sections A and B above.
- E. Cashing Out Unused Sick Leave
  - 1. The following option is only available to bargaining unit members once they have reached normal service retirement eligibility as defined by the police and fire pension system (48 years of age and 25 years of service, including purchased military time) for employees hired before 7/1/2013. For employees hired after 7/1/2013 (52 years of age and 25 years of service, including purchased military time). The option may only be exercised at the employee’s request and may begin any year after reaching normal service retirement eligibility.
  - 2. Members may elect to receive cash payment of their unused sick time for 37.7 days, once per year for five consecutive years following pension eligibility. The employee must have a total of 188.5 days of unused sick leave available to begin the buy out. The rate of pay for each annual payment shall be based on the member’s eight (8) hour rate at the time the payment is made. The employee must notify the City in writing of his or her election to cash out unused sick leave. The election to receive each annual payment must be made by September 1 of the year preceding payment. Employees will receive payment under this option by April 1 each year.
  - 3. Under no circumstances will a bargaining unit member receive payment in excess of a cumulative 188.5 days of unused sick leave at 100% in their career.
  - 4. Unused sick leave remaining after the first 188.5 days are paid at 100% shall be paid upon retirement in accordance with the sliding percentage pay out formula contained in this article. The pay out for a member shall be at the same rate as base wage as defined herein, at the rate of his most recent classification upon retirement.
  - 5. Members who receive cash for their unused sick leave in accordance with this article may choose to direct the money to deferred compensation. If the member executes the appropriate forms to authorize the transaction, the City will pay the money directly into the appropriate deferred compensation plan, provided that the transaction complies with the laws of the State of Ohio.
  - 6. Members who choose this option must continue with this option for five consecutive years, unless:



- a. The member retires before the completion of the five year period;
  - OR
  - b. The member chooses, in writing to opt out of the program. A member may opt out at any time and may not re-enter the program. Any remaining balance of the 188.5 days of sick leave, not already cashed out, will be credited back to the member's regular sick leave balance. Terminal pay for that member will then be controlled by Sections A-D of this Article, less any amount cashed out under this option.
7. If a member exhausts his or her sick leave in the buy-back bank while exercising this option, the member must retire.

## **ARTICLE 49**

### **REINSTATEMENT OF FIREFIGHTERS**

In the case where an employee voluntarily resigns from the Fire Department and wishes to return to active duty, the person may be reinstated to the payroll as an entrance level employee if he meets the statutory requirements and has the approval of both Fire Chief and Public Safety Director.

## **ARTICLE 50**

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

- A. The employee's legally designated share of the pension contribution will be paid via the "salary reduction method" and treated as deferred compensation subject to the approval of the Pension Fund and the IRS.
- B. Pursuant to Federal law, the employee shall not have the option of choosing to receive the contributed amounts directly. The contributions, although designated as employee's contributions, shall be paid by the City in lieu of contributions by the employees. The City will do so by "reducing" the gross salary by the employee's legally designated share of the pension contribution (at the current rate) and forwarding the designated share of the original gross salary to the Pension Board as the employee's contribution.

## **ARTICLE 51**

### **OVERTIME**

- A. Any hours worked in excess of 212 hours in a twenty-eight (28) day cycle for which overtime has not already been paid shall be compensated at the rate of time and one-half at the forty (40) hours rate cash or compensatory time. The employee shall choose cash or compensatory time prior to the performance of work.
- B. Except as otherwise provided herein overtime shall be compensated at the rate of one and one-half (1 ½) times an employee's hourly rate of pay based on the forty (40) hour rate.

- C. Employees assigned to a forty (40) hour week shall be paid at a rate of one and one-half (1 ½) times the employee’s regular wage rate for hours worked in excess of forty (40) in one week.
- D. Approved overtime shall be paid to an employee in the following manner:

Minutes Worked	Minutes Paid
0 – 4	0
5 – 15	15
16 – 30	30
31 – 45	45
46 – 60	60

- E. If any employee is requested to perform work on an unscheduled work day or work shift, he shall be paid a minimum of four hours pay at one and one-half (1 ½) times his base pay. An employee may not unreasonably refuse such a request unless he is impaired and/or factually unable to comply. If any employee is scheduled to work during his time off, he shall be paid one and one-half times (1 ½) his base pay for each hour or part of the hour worked.
- F. If any off duty employee is required to appear in a court of law, grand jury, pretrial conference, prosecutor’s hearing, administrative hearing, accident review board or any other official appearance necessitated by the employee’s official performance of his duties as a City employee, he shall be paid a minimum of four (4) hours overtime regardless of the time spent for such activity. In order to receive such compensation under the provision of this section, the employee shall surrender to the City Auditor all compensation received while acting as a subpoenaed witness. Appearances in legal proceedings for private matters, whether subpoenaed or not, shall not be compensated.
- G. 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 shall be properly recorded as to when it was earned and when it was used on a bi-weekly basis when the payroll is submitted.
- H. Any uniformed member of the Fire Department, excepting those provided under separate ordinance, entitled to overtime may waive the right to overtime pay and receive in lieu thereof compensatory time off. The employee shall be entitled to one and one-half (1 ½) compensatory hours for each hour worked in excess of his regularly scheduled hours of employment. The employee may take compensatory time in a minimum of four (4) hour increments; however, the last of those must be 7:00 p.m. to 11:00 p.m. If an employee wants to take a block of compensatory time which runs past 11:00 p.m., that employee

must take compensatory time for the remainder of the shift. Employees may use compensatory time for physician appointments at the approval of the Chief and upon physician's documentation. The compensatory time will only be permitted for the length of time needed for the appointment.

- I. All uniformed members of the Fire Department may not accumulate more than one hundred twenty (120) hours of compensatory time except those who participate in and complete the Article 72 Physical Fitness Incentive at levels A, B or C who shall be permitted to accumulate two hundred sixty (260) hours in 2017, 2018, and 2019 ONLY reverting to one hundred eighty (180) hours at the expiration of this contract. In 2017, the physical fitness incentive shall only be payable in compensatory time. Beyond one hundred twenty (120) hours, overtime shall be paid. The use of compensatory time shall be approved by the Fire Chief, prior to its usage. There will be a minimum of one (1) slot above and beyond the allowed number of people off per shift that is set by the Fire Chief. This slot is reserved exclusively for the use of compensatory time.
- J. During the semi-annual time changes, employees who work twenty-three (23) hours will be paid for twenty-four (24) hours, and employees who work twenty-five (25) hours shall be paid for twenty-five (25) hours at straight time.
- K. Required paramedic continuing education hours are the responsibility of the employee and shall be scheduled by December 1 and completed by December 31 of each year. Compensation is covered under Article 59 through the paramedic continuing education premium. If this requirement is not met, the Chief may suspend the employee until such time as proof of their completion of the required continuing education hours is provided.  
  
The City agrees to conduct at least 16 hours of training per calendar year and while such training will be open to all employees, it is not guaranteed to any individual, as employees may not be able to participate due to work schedule, illness, injury, vacation or other reasons.  
  
Training hours shall conform to and be contingent on State of Ohio and Stark County medical control protocol.
- L. The City will continue to provide for access to online continuing education of the City's choice through the duration of this agreement ending December 31, 2016.

## **ARTICLE 52**

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

#### Section 1

The City shall maintain health care and life insurance coverage in effect beginning January 1, 2017 for all full-time employees as follows:

Health care coverage includes: optical, dental and a comprehensive medical plan subject to an annual deductible of two hundred fifty dollars (\$250) per person; five hundred dollars (\$500) per family which is applied before medical benefits are paid to "in-network" or "out-of-network" providers.

After payment of the deductible, the plan will pay 80% of covered medical expenses to “in-network” providers. “In-network” co-insurance is subject to an annual out-of-pocket maximum of \$1,250 per person; \$2,500 per family. Once this maximum is met, the plan begins to pay covered medical expenses at 100%.

After payment of the deductible, the Plan will pay 70% of usual, customary and reasonable covered medical expenses to “out-of-network” providers. “Out-of-network” co-insurance is subject to an annual out-of-pocket maximum of \$2,250 per person; \$4,500 per family. Once this maximum is met, the plan begins to pay 100% of usual, customary and reasonable covered medical expenses. Any medical expenses that exceed usual, customary and reasonable standards will not be covered by the plan.

Life-threatening emergency room visits resulting in an admission to the hospital will be covered at 100% after an employee pays the \$50 per visit co-payment.

Emergency room visits that do not result in admission to the hospital shall require a \$200 co-pay.

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

Current life insurance coverage shall provide a minimum of twenty thousand dollars (\$20,000) term life insurance for all Bargaining Unit Members.

## Section 2

The City agrees to maintain the same level of benefits as set forth above if it restructures health and life insurance during the term of this collective bargaining agreement. The City retains the right to restructure health care and life insurance during the term of this contract as to cost containment procedures such as pre-hospital admission certification, mandatory second opinions, etc., but may not institute any change of coverage without mutual agreement of the parties herein.

## Section 3

To offset the increased cost of Health and Life Insurance coverage set forth above, each full-time employee covered under the plan shall have deducted from each pay \$55 for single coverage and \$75 for family coverage, commencing on the first pay period that falls wholly in March of 2017.

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

## **ARTICLE 53**

### **FIRE DEPARTMENT RULES AND REGULATIONS**

The current rules and regulations of the Fire Department shall remain in effect during the term of this Agreement. The parties agree that during the term of this Agreement, the parties will review all rules and regulations, both presently in effect and proposed, in preparation for the next contract negotiations. All rules and regulations concerning conditions of employment shall be subject to future negotiations; all rules and regulations concerning managerial rights and other concerns reserved under Chapter 4117 to the public employers shall be subject to consultation with the Union, but no right of negotiation shall exist for such rules and regulations. The Union shall appoint a committee which will meet with the City to discuss rules and regulations on a regular basis. When a new Rule, Regulation,

Policy or Procedure is being implemented, the City will post a copy immediately and provide employees and the Union with copies.

## **ARTICLE 54**

### **PAYMENT FOR JURY DUTY**

All employees while serving as jurors, either in Grand Jury or Petit Jury, shall receive regular compensation from the City on an hour-for-hour basis. 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.

## **ARTICLE 55**

### **NOTICE OF DISCIPLINARY HEARINGS**

- A. The City shall provide to the President of the Union or his designee at least five (5) calendar days notice prior to the initiation of any disciplinary hearings against any member of the union. Any disciplinary action carried out by the City of a written reprimand or greater shall be copied to the Union by interoffice mail to the Union president.
- B. When any discussion with an employee may result in the initiation of disciplinary action against the employee, the employee may request the presence of a Union representative. The right to Union representation is not required when the discussion is strictly between a superior officer and the employee, and it is not conducted for the purpose of taking or announcing disciplinary action. However, when in the course of such discussion, it becomes apparent to the employee that disciplinary action could result, the employee may request the presence of a Union representative before the discussion continues.

## **ARTICLE 56**

### **INJURY LEAVE POLICY**

- A. The Director of Public Safety shall pay to any employee who may be injured or disabled while in the discharge of his official duties, his full regular salary for a period of one (1) year or such part thereof, for the duration of the disability up to three (3) years from the date of the injury provided that such injury or disability occurs while responding to, or acting at a call whether actual or false or while performing at a training session, provided the injury is a direct result of training.

In addition to the above provisions, employees are eligible for injury leave provided that the injury or disability occurs in the course of duty under circumstances which entail a substantially different and greater risk of injury.

Such injured or disabled employee 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 such employee was receiving at the time such injury or disability occurred. In the event the individual employee is injured or disabled as provided in this section, there shall be no reduction from that individual employee's sick leave.

- B. In order to be eligible for injury leave an employee must first file a claim with the designee of the Administration in accordance with the Workers' Compensation Law of Ohio and the policies and procedures established by the Administration. The parties agree that the decision of the Bureau of Workers' Compensation and/or the Ohio Industrial Commission (OIC) concerning whether an injury is work related shall be controlling, provided that it meets the standards of Section A above.

In the event the City commences injury leave payments to an employee prior to a determination by the Bureau of Workers' Compensation and/or the Ohio Industrial Commission (OIC) and it is later determined by the Bureau of Workers' Compensation and/or the Ohio Industrial Commission (OIC) that the injury is not work related and therefore ineligible for injury leave pay, the employee's unused sick leave will be charged against any injury leave payments made. In the event the injury leave payments made exceed available unused sick leave, the employee agrees to reimburse the City for the difference immediately.

- C. Any employee 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. The Director shall forward the name of the injured or disabled employee, together with his evaluation of the extent and nature of each employee's status, to the office of the Council, City Auditor and City Law Director, on a monthly basis.
- D. When or in the event such employee becomes entitled to receive benefits or payments from the Policy and Firemen's Disability and Pension Fund, the provisions of this section shall not be effective or operative.
- E. The City shall implement procedures for applying for funding for injury leave benefits; the members of the bargaining unit shall adhere to and follow the procedures in order to receive injury leave benefits. The City will maintain payments to the Police and Fire Disability Fund, and all fringe benefits except for the perfect attendance day benefit that accrue to the employee as though on regular tour of duty.
- F. If an employee is on injury leave during his/her prescheduled vacation and returns to duty within the same calendar year, the City will reschedule the remaining vacation time within the remainder of that year. If an employee is on injury leave during vacation and will not return to duty within the same calendar year, he/she will be assigned the balance of his/her vacation at the end of the calendar year and his/her injury leave will be extended into the next year by the same amount of work days as the re-scheduled vacation. An employee may always choose the option of banking the vacation if he/she has not reached the annual maximum of weeks permitted under this agreement.

## **ARTICLE 57**

### **SAVINGS CLAUSE**

If any portion of this Agreement, or the application of such provision, should be rendered or be declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, and upon written request by either party, the parties shall meet in an attempt to modify the invalid provision by good faith negotiations.

## **ARTICLE 58**

### **SENIORITY RIGHTS**

- A. Whenever a fire station must be closed due to lack of manpower causing a captain and/or firefighter to float, or when a captain and/or firefighter is working overtime on another shift, the following policy will be used whenever possible and practical:
  1. The seniority of a firefighter who is reassigned to another station due to his station being closed or the seniority of a firefighter who is working another shift on overtime will not prevail over a permanently assigned firefighter's station seniority who has over three years department seniority.
  2. When a captain is reassigned to another station due to his station being closed or a captain is working another shift on overtime, his first assignment will be to a station with no regularly assigned crew. Second assignment shall be to the station where the acting captain with the least shift seniority is assigned. For the EMS/Safety Captain, the position will be filled according to Article 15.
- B. If a situation arises when a station has no regular crew members working (a person working a trade is considered a regular crew member), the shift commander shall resort to the seniority list on his shift to place a firefighter in charge if the assignment is for one-fourth ( $\frac{1}{4}$ ) shift or longer. If a senior firefighter declines, he will be removed from the list and will not be reinstated on the list for six months.

Assignments of less than one-fourth ( $\frac{1}{4}$ ) shift in duration shall be discretionary with the shift commander, who will utilize the least moves possible, seniority notwithstanding.
- C. The employee assigned to a temporary higher rank shall receive pay for the rank worked according to Article 15 of this Agreement.
- D. If a senior firefighter assigned to an apparatus has less than three (3) years seniority, the shift commander may send a more senior firefighter to work in the capacity of captain in accordance with Section B.
- E. When a permanent opening occurs, the senior floater shall be given a permanent house at that time if he desires, and will be told what company he is to be assigned to. Once a senior floater turns down an assignment to an engine house in writing, he must wait until another opening occurs. If all floaters turn down the station, the Division Chief may pick whatever floater he wants.
- F. Senior floater status shall be determined by a minimum manning.

- G. When a member of the department is to be permanently transferred to another station or shift, he should be notified not less than two (2) working days in advance.
- H. The shift commander will make as few moves of manpower as possible, dependent upon the apparatus duties.
- I. When possible, seniority will prevail when a firefighter is to float.

**ARTICLE 59**

**BASE PAY**

- A. For any member completing 22 years of service with the fire department and beginning on their 23<sup>rd</sup> anniversary date, they shall receive the career longevity step increase according to the following schedule (such increase is given in exchange for the new hire wage schedule and other considerations in this agreement).

All members of the bargaining unit will receive a 0% increase effective January 1, 2017, according to the following schedule.

	<b>2017</b>
<b>Battalion Chiefs</b>	
Step 1 (less than 23 AY)	\$80,511
Step 2 (23+ AY)	\$84,458
<b>Captains</b>	
Step 1 (less than 11 AY)	\$64,556
Step 2 (11 – 17 AY)	\$65,851
Step 3 (18 – 22 AY)	\$67,095
Step 4 (23+ AY)	\$70,384
<b>Firefighters</b>	
Step 1 (after 12 months)	\$44,357
Step 2 (after 18 months)	\$46,568
Step 3 (after 24 months)	\$48,783
Step 4 (after 30 months)	\$50,245
Step 5 (after 36 months)	\$52,781
Step 6 (11 – 17 AY)	\$53,845



Step 7 (18 – 22 AY)	\$54,857
Step 8 (23+ AY)	\$57,546
Chief's Clerk*	\$56,124

\*The wage differential for this position shall be eliminated upon the current occupant reaching the firefighter career longevity step or upon her retirement or vacating the position, whichever happens earlier.

For employees hired after January 1, 2014, the following schedule will apply and shall not be subject to the wage increases as listed above.

Firefighter	Step 1 (1 – 2 AY)	\$42,000
	Step 2 (3 – 5 AY)	\$46,000
	6+ AY	Subject to regular wage schedule

For the first twelve (12) months of his/her employment, a firefighter is probationary and excluded from coverage under this agreement. After twelve (12) months of service, employees shall be paid according to the above schedule.

- B. A schedule of hourly rates of pay based on the annual salaries listed in Section A shall be established and incorporated into this agreement as "Appendix A."
- C. A Paramedic Premium will be paid to each paramedic assigned to a medic unit on a scheduled or unscheduled workday of \$2.00 per hour for each hour worked beginning on January 1, 2014.
- D. Seniority based pay increases addressing eleven or more years of service shall be interpreted as follows:
  - 1. While longevity pay is based upon an accumulation of all forms of full-time Canton City service, seniority based pay increases shall include City of Canton Fire Department service only.
  - 2. If an employee has resigned, has taken a voluntary leave of absence or has been terminated from the Canton Fire Department, and has been re-hired by the Department, the pre-separation Fire Department service time will be credited to the employee's new hire date, creating a new date known as his/her adjusted hire date. For said employee the seniority based pay increases will be based upon his/her adjusted hire date and subject to the provision contained in paragraph 3.

3. The seniority based pay increase shall be based upon, and effective upon, the anniversary date of the employee.
- E. Paramedics shall be paid a continuing education premium pay according to the following schedule:

Any bargaining unit member with a state paramedic certification with Stark County standing orders and approved as a paramedic by the Canton Fire Department will be paid 2.3% of their base salary in addition to their regular pay subject to the provisions of Article 51 (K).

## **ARTICLE 60**

### **PREVAILING RIGHTS**

In the event that all rights, privileges, and working conditions enjoyed by the employees at the present time are not included in this Agreement the bargaining unit and the City agree to discuss any specific suspensions of a previous practice to determine whether it is in the spirit of the present contract.

## **ARTICLE 61**

### **NO CONTRACTING OUT**

The City agrees not to contract out fire division duties in the terms of this contract. This does not preclude any mutual aid agreement between the City and other firefighting jurisdictions.

## **ARTICLE 62**

### **EMPLOYEE LIABILITY PROTECTION**

Any employee who is named as a party to any lawsuit or any other type of litigation as a result of the appropriate discharge of duties as an employee of the City shall be held harmless by the City. The City shall absolve the employee of any liability whatsoever, including, but not limited to financial costs, court costs, witness fees, lost time and legal fees, as a result of such action, provided the employee notifies the City Law Department of any claim or known intention to file any claim against the employee and/or the City of Canton in a timely manner. The employee shall fully cooperate in the defense of any claim.

## **ARTICLE 63**

### **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 Fire Department for off-duty members of the bargaining unit, notwithstanding any contrary Ohio statute or City ordinance, subject to the restrictions listed in Section B of this article.
- B. Employees shall not engage in any political activity while on duty, wearing a uniform, or in a City vehicle. Employees 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 64**

### **HEPATAX INOCULATION**

The City will provide at an employee's option hepatitis inoculation shots at the City's expense. The employee must first notify the Chief prior to receiving the shots.

## **ARTICLE 65**

### **SAFETY AND HEALTH COMMITTEE**

- A. The Employer agrees to provide the highest standards of safety and health in the Fire Department in accordance with applicable State and Federal laws and regulations, in order to eliminate as much as possible: accidents, deaths, injuries and illness in the fire service.
- B. An employee who believes a safety hazard exists, such as unsafe equipment, conditions, or practices, should report the situation immediately to their supervisor. The Chief or his designee will then investigate and take any steps necessary to correct the unsafe condition.
- C. There shall be a joint safety and health committee composed of an equal number of Employer and Union representatives. The Union representatives shall be selected by the Union. The committee shall meet quarterly at mutually agreed times to discuss matters of concern and make recommendations. All recommendations to the Chief are advisory. More frequent meeting may be held by mutual agreement of the parties.
- D. The function of Safety and Health Committee is to:
  - Recommend changes or additions to protective equipment, protective apparel, of devices;
  - Recommend changes or additions to the physical and environmental conditions in Fire Department facilities;
  - Review Fire Department injuries;
  - Discuss safety policies and recommend their adoption by management;
  - Work to have department-approved recommendations put into practice;
  - Learn about different safety matters and incorporate them in training;
  - Maintain safety awareness and interest throughout the department;
  - Help make safety an integral part of job procedures and Employer operations.

## **ARTICLE 66**

### **TRAINING ADVISORY COMMITTEE**

A joint committee shall be established by the City and the Union which shall be chaired by the Safety Director for the purpose of discussing training issues. The City, however, retains sole discretion with regard to the training of firefighters.

## **ARTICLE 67**

## EDUCATION POLICY

The parties to this agreement recognize the value of higher educational training and the benefits which accrue to both the individual and to the Canton Fire Department from such academic development. Accordingly, the City of Canton will provide partial tuition reimbursement as specified below to individual members of the Fire Department who participate in University level courses that are related to and useful in Fire Department employment.

Eligibility for reimbursement shall be in accordance and subject to the following:

- A. Employees must have a minimum two (2) years of sworn service in the Canton Fire Department to be eligible.
- B. The Safety Director has the authority to approve or disapprove of the courses and of the academic institution. Such approval must be received prior to enrollment.
- C. Reimbursement will not be made for any course of instruction for which the employee is already receiving tuition aid unless it is a student loan.
- D. Course participation shall not conflict with the employee's scheduled workdays and participation in course study shall not be considered as hours worked.
- E. Employees will receive reimbursement money for no more than one course per quarter or one course per semester.
- F. Reimbursement for tuition only shall be based upon student course performance in accordance with the following schedule. Books, travel, supplies, enrollment fees, service charges and all other expenses shall be the sole responsibility of the employee.

Performance	Reimbursement Eligibility
A- to A+ Letter Grade or Equivalent	90%
B- to B+ Letter Grade or Equivalent	80%
C- to C+ Letter Grade or Equivalent	70%
Less than C- Letter Grade or Equivalent	0%

- G. Upon completion of an eligible course, the employee shall submit to the Safety Director a copy of the course grade report and a billing statement issued by the academic institution. All such information must be verifiable.
- H. The City of Canton shall reimburse the cost of tuition to any State Fire School course, or any other fire department related training course approved by the Fire Chief. Books, travel, supplies, enrollment fees, service charges and all other expenses shall be the sole responsibility of the employee.

## ARTICLE 68

## **ASSIGNED FIREARMS**

Members of the Fire Prevention Bureau who have been assigned a handgun as a duty sidearm, may request to purchase the weapon for \$1.00 upon retirement, provided they had ten (10) or more years of continuous service, or served five (5) or more continuous years upon disability retirement with the Fire Prevention Bureau contiguous with and immediately prior to retirement.

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

## **ARTICLE 69**

### **LINE OF DUTY DEATH**

It is hereby agreed that the City of Canton will grant two members of the Local 249 up to one shift day off to attend the funeral of any firefighter that has died in the line of duty anywhere in the United States. This time off will include that time needed to travel to and from the funeral.

No more than two people will be granted time off for any one incident.

Any costs associated with this leave, except as expressed in this Article, shall be paid by Local 249, in accordance with Local 249 by-laws.

The Fire Department may provide an official vehicle, if available, for Local 249 personnel to use for attendance at a line of duty funeral anywhere in the State of Ohio. Fuel cost will be reimbursed by the City of Canton.

## **ARTICLE 70**

### **HEALTH CARE REIMBURSEMENT ACCOUNT**

- A. The City of Canton agrees to participate in the Security Benefit Group Healthcare Reimbursement Account (HRA) Plan for Public Sector Labor Association Employees (The Plan) in accordance with the terms and conditions of this Plan's Participation Agreement. The parties hereto designate Financial Network of America LTD, or its successors appointed in accordance with the Plan and Trust documents, to serve as the Plan Administrator for the Plan. The parties hereto; may designate another Plan Administrator during the term of this Agreement by mutual consent. The Employer agrees to contribute to the Plan on behalf of the following employees:
  1. Members of the Canton Professional Firefighters' Association
- B. Employees may choose to direct the money upon separation of service or retiring from the City of Canton to the Security Benefit Group Healthcare Reimbursement Account (HRA) Plan for the Public Sector Labor Association Employee. If the member executes the appropriate forms to authorize the transaction, the City will pay the money directly into the Security Benefit Group Healthcare Reimbursement Account (HRA) Plan for Public Sector Labor Association Employee of the member's choosing. Employee shall submit in writing to Human Resources and the Auditor sixty (60) days in advance a request that said member's pay be distributed by an amount or percentage into the HRA plan.

## **ARTICLE 71**

**RESERVED**

**ARTICLE 72**

**PHYSICAL FITNESS INCENTIVE**

- A. Employees in the bargaining unit may, on a voluntary basis, seek to become eligible for a physical fitness incentive. In order to be eligible for such incentive, an employee must sign a waiver which shall indemnify, defend and hold the employee, its officers, officials, agents and employees harmless against any claim, demand, suit or liability (monetary or otherwise) in connection with his efforts to qualify for such pay. An employee who seeks the physical fitness incentive must qualify and re-qualify at six-month intervals during the first of the month in April and October in order to receive this compensatory time off incentive.
- B. An employee who qualifies by passing a 1.5 mile running test or a 3 mile walk, push-ups, and sit ups shall receive a physical fitness incentive in accordance with the following applicable charts:

Maximum Running Time in Minutes

MEN

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

WOMEN

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

Three Mile Walk

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

Push Ups

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

Sit Ups (1 minute time limit)

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

The Division of Training shall be responsible for administering the qualifying test.

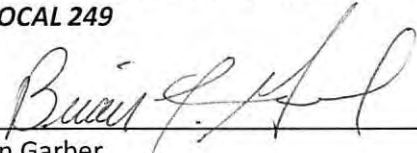
**ARTICLE 73**

**ARTICLE 73**

**DURATION OF CONTRACT**

This Agreement shall be effective January 1, 2017 through December 31, 2019 with reopeners for Article 59 Wages, Article 52 Healthcare, Article 72 Physical Fitness Incentive and Article 51 Overtime for contract years January 1, 2018 through December 31, 2018, and January 1, 2019 through December 31, 2019.

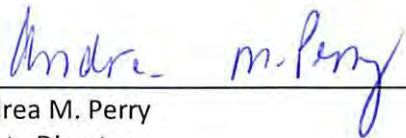
**CANTON PROFESSIONAL FIREFIGHTERS  
LOCAL 249**

  
\_\_\_\_\_  
Brian Garber  
President

  
\_\_\_\_\_  
Mark Liberato  
Secretary-Treasurer

**CITY OF CANTON**

  
\_\_\_\_\_  
Thomas M. Bernabei  
Mayor

  
\_\_\_\_\_  
Andrea M. Perry  
Safety Director

  
\_\_\_\_\_  
Kristen Bates-Aylward  
Assistant Law Director



**APPENDIX A - WAGE SCHEDULES  
EFFECTIVE 1/1/2017**

**CLASSIFICATION**

		40		120		ANNUAL
		HOURLY	DAY RATE	HOURLY RATE	BI-WEEKLY	SALARY
Battalion Chief	23+ YRS	\$ 40.60	\$ 324.84	\$ 27.07	\$ 3,248.38	\$ 84,458.00
	<23 YRS	\$ 38.71	\$ 309.66	\$ 25.80	\$ 3,096.58	\$ 80,511.00
Captain	23+ YRS	\$ 33.84	\$ 270.71	\$ 22.56	\$ 2,707.12	\$ 70,385.00
	18-23 YRS	\$ 32.26	\$ 258.06	\$ 21.50	\$ 2,580.58	\$ 67,095.00
	11-18 YRS	\$ 31.66	\$ 253.27	\$ 21.11	\$ 2,532.73	\$ 65,851.00
	<11 YRS	\$ 31.04	\$ 248.29	\$ 20.69	\$ 2,482.92	\$ 64,556.00
Chief's Clerk		\$ 26.98	\$ 215.86	\$ 17.99	\$ 2,158.62	\$ 56,124.00
Firefighter	23+ YRS	\$ 27.67	\$ 221.33	\$ 18.44	\$ 2,213.31	\$ 57,546.00
	18-23 YRS	\$ 26.37	\$ 210.99	\$ 17.58	\$ 2,109.88	\$ 54,857.00
	11-18 YRS	\$ 25.89	\$ 207.10	\$ 17.26	\$ 2,070.96	\$ 53,845.00
	36 MOS-11 YRS	\$ 25.38	\$ 203.00	\$ 16.92	\$ 2,030.04	\$ 52,781.00
Firefighters hired after 2014	3-5 YRS	\$ 22.12	\$ 176.92	\$ 14.74	\$ 1,769.23	\$46,000.00
	1-2 YRS	\$ 20.19	\$ 161.54	\$ 13.46	\$ 1,615.38	\$42,000.00

**HOLIDAY PAY SCHEDULE**

		8 HOUR RATE	12 HOUR RATE	OVERTIME RATE**
Battalion Chief	23+ YRS	\$ 324.84	\$ 487.26	\$ 60.91
	<23 YRS	\$ 309.66	\$ 464.49	\$ 58.06
Captain	23+ YRS	\$ 270.71	\$ 406.07	\$ 50.76
	18-23 YRS	\$ 258.06	\$ 387.09	\$ 48.39
	11-18 YRS	\$ 253.27	\$ 379.91	\$ 47.49
	<11 YRS	\$ 248.29	\$ 372.44	\$ 46.55
Chief's Clerk		\$ 215.86	\$ 323.79	\$ 40.47
Firefighter	23+ YRS	\$ 221.33	\$ 332.00	\$ 41.50
	18-23 YRS	\$ 210.99	\$ 316.48	\$ 39.56
	11-18 YRS	\$ 207.10	\$ 310.64	\$ 38.83
	36 MOS-11 YRS	\$ 203.00	\$ 304.51	\$ 38.06
Firefighters hired after 2014	3-5 YRS	\$ 176.92	\$ 265.44	\$ 33.18
	1-2 YRS	\$ 161.54	\$ 242.28	\$ 30.29

**PAY FOR RANK WORKED**

FIREFIGHTER TO CAPTAIN	40 HOUR	120 HOUR
< 23 YRS Firefighter to < 23 YRS Captain	\$ 5.88	\$ 3.92
23+ YRS Firefighter to 23+ YRS Captain	\$ 6.17	\$ 4.12

CAPTAIN TO BATTALION CHIEF	
< 23 YRS Captain to < 23 YRS Battalion Chief	\$ 4.30
23+ YRS Captain to 23+ YRS Battalion Chief	\$ 4.51

**RANK HOLIDAY PAY**

40 HOUR	120 HOUR
\$ 14.71	\$ 6.86
\$ 15.43	\$ 7.20

**PERFECT ATTENDANCE**

2 X 8 Hour Rate

\*\*FIGURES TO INCLUDE FLSA AMOUNTS