

North Canton City Council
Personnel and Safety

RESOLUTION 01 - 2021

A resolution approving the collective bargaining agreement between the City of North Canton and the Fraternal Order of Police ("FOP"), Ohio Labor Council, Inc. (Police Lieutenants and Sergeants) as negotiated by the Department of Administration, and declaring the same to be an emergency.

WHEREAS, the Department of Administration has completed negotiations with the Fraternal Order of Police ("FOP"), Ohio Labor Council, Inc. (Police Lieutenants and Sergeants) for a collective bargaining agreement to commence at 12:00am January 1, 2021, and expire at 11:59pm on December 31, 2023, and

WHEREAS, Ohio Revised Code 4117.10(B) requires the approval of City Council for the use of funds necessary to implement a collective bargaining agreement and for the approval of any other matter which may by local law require legislative approval, and

WHEREAS, City Council may either accept or reject the agreement in its entirety, but is not empowered to amend or further negotiate the agreement or any provision thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That City Council of the City of North Canton does hereby accept and approve the collective bargaining agreement between the City of North Canton and the Fraternal Order of Police ("FOP"), Ohio Labor Council, Inc. (Police Lieutenants and Sergeants) as negotiated by the Department of Administration and attached hereto as "Exhibit A".
- Section 2. That the Director of Administration has the approval of City Council to expend funds as necessary to implement this agreement as previously appropriated by Ordinance 66-2020.
- Section 3. That if a provision of this resolution is or becomes illegal, invalid, or unenforceable, it shall not affect the validity or enforceability of any other provision of this resolution.
- Section 4. That this resolution is hereby declared to be an emergency measure necessary for the preservation of the health, safety, and peace of the City of North Canton; and; further necessary for the timely implementation of the collective bargaining agreement described herein, wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this resolution shall take effect and be in full force upon its adoption by Council, together with the Mayor's approval. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this 7th day of January 2021 13.R.Y.

Attest: Benjamin R. Young
Benjamin R. Young, Clerk of Council

Stephan B. Wilder Signed on: January 7, 2021
Stephan B. Wilder, Mayor



COLLECTIVE BARGAINING AGREEMENT BETWEEN
 THE CITY OF NORTH CANTON
 AND
 FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.
 (FOP-OLC)
 POLICE LIEUTENANTS AND SERGEANTS

Effective: **January 1, 2021**
 Expires: **December 31, 2023**

SERB CASE #2020-MED-10-1176

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ARTICLE 1 - PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of North Canton, hereinafter referred to as the "Employer," or the "City", and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as "Union".

ARTICLE 2 - PURPOSE & INTENT

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

- a. to recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and condition of their employment;
- b. to promote fair and reasonable working conditions;
- c. to promote individual efficiency and service to the City of North Canton;
- d. to avoid interruption or interference with the efficient operation of the Employer's business;
- e. to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3 - RECOGNITION

3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment as provided by the State Employment Relations Act, for all fulltime police Lieutenants and Sergeants employed in the Police Department (the "employees"), excluding all part-time, seasonal, and auxiliary officers, lead dispatcher, dispatchers, and Police Chief. All other employees of the Employer are excluded from the Bargaining Unit. Said recognition shall continue for a term as provided by law.

3.02 The Employer will furnish the FOP-OLC with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be supplemented and furnished whenever a change occurs.

ARTICLE 4 - DUES DEDUCTION

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

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4.02 The initiation fees, dues or assessments so deducted shall be in the amounts established by the FOP-OLC from time to time in accordance with its Constitution and Bylaws. The FOP-OLC shall certify to the Employer the amounts due and owing from the employees involved.

4.03 The Employer shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date, such amounts shall be deducted from the next or subsequent pay.

4.04 A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the Treasurer of the FOP-OLC within thirty (30) days from the date of making said deductions.

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

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Employer reserves all of the rights it had prior to entering into this Agreement and unless specifically modified or delegated away in the express written provisions of this Agreement, such rights shall include, but not be limited to the following:

- a. Determine matters of inherent managerial policy, which includes, but are not limited to areas of discretion or policy such as the functions and programs of the public Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- b. Direct, supervise, evaluate, or hire employees;
- c. Maintain and improve the efficiency and effectiveness of Governmental operations;
- d. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- e. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- f. Determine the adequacy of the workforce;
- g. Determine the overall mission of the Employer as a unit of government;
- h. Effectively manage the workforce;

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- i. Take actions to carry out the mission of the public Employer as a governmental unit;
- j. Promulgate and enforce reasonable work rules.

ARTICLE 6 - EMPLOYEE RIGHTS

6.01 An employee has the right to the presence and advice of a Union representative and/or Union Attorney at all disciplinary interrogations.

6.02 Before any employee may be charged with any violation of the rules and regulations for a refusal to answer questions or participate in an investigation, the employee shall be advised that the refusal to answer such questions or participate in such investigation will be the basis of such a charge.

6.03 Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. In addition, the employee may record such interrogation if the employee has a recording device available so as not to delay the investigation. The Employer may have a transcript of such recording at the Employer's expense.

6.04 Prior to any questioning, the Employer will inform the employee of the nature of the investigation and if the Employer considers the employee to be a witness or the subject of an investigation.

6.05 An employee may request an opportunity to review its personnel file, add memoranda to the file clarifying any documents contained in the file, and may have a Union representative present when reviewing the file. A request for copies of items included in the file shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

6.06 With respect to investigations that may result in criminal charges, a formal charge of misconduct shall be prepared in writing stating the matters which are under investigation and the charges which are being considered.

6.07 In the course of an internal affairs investigation, a polygraph examination will be administered only with the consent of the employee under investigation. If, in the course of an internal investigation, an employee has been given a polygraph examination, such examination shall not be used in any subsequent court action.

6.08 All complaints against employees that may involve the employee's suspension or discharge of the employee, shall be investigated and either corroborated or found to be without merit, in accordance with Section 12.3 of the North Canton Police Department Policy and Procedures. The Employer will furnish a copy of the complaint to the affected employee whom the complaint has been filed against when the

Employer notifies the employee of the investigation. An employee will be notified of any requests by civilians to view the employee's personnel file by those other than the Employer's representatives. Such notifications shall be provided within 24 hours of any such requests.

6.09 Oral and written reprimands more than one (1) year old shall not be used as a basis for future discipline.

ARTICLE 7 - DISCIPLINE

7.01 Disciplinary action taken by the Employer against non-probationary employees shall only be for just cause. Disciplinary action may be taken against non-promotional probationary employees who shall have no rights to appeal any such action through the Grievance Procedure herein contained or to any Civil Service Commission.

7.02 A non-probationary employee shall be given written notice of the charges and the reason(s) for all disciplinary actions.

7.03 Prior to any discipline being imposed, the employee shall be provided an opportunity to respond to the charges against him/her and he/she has the right to confer with a representative of the Union. Such response may include defenses the employee believes are applicable or mitigating circumstances.

7.04 In the case of the emergency relief of duty, an employee may be suspended with pay pending a hearing in front of the Chief of Police pursuant to Section 8.03.

ARTICLE 8 - ASSOCIATION REPRESENTATION

8.01 The parties recognize that it may be necessary for an employee representative of the Union to leave a normal work assignment while acting in the capacity of representative. The Union recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain approval from the Chief of Police. The Employer will not dock the pay of an employee representative for time spent during normal working hours conferring with the Employer on grievances or disciplinary matters. In addition, authorized representatives of the Union may use the Employer's facilities for membership or other meetings and shall be permitted to use the Employer's internal mail system or other internal communication system when properly authorized.

8.02 Members of the Negotiating Committee shall be allowed reasonable time off to participate in collective bargaining meetings with the Employer without loss of pay, if held during a member's regular working hours.

8.03 The Employer authorizes forty-eight (48) hours of Union time to be used for training, meetings, and other official Union functions. Union hours are to be credited upon January 1st of each year of this Agreement. The Union leave time does not carry over from year to year and must be used in the calendar year in which it is authorized

or forfeited.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination, or reprisal and except at Step 1, shall have the right to be represented by a person of his/her own choosing at all stages of the Grievance Procedures described herein. It is the intended purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure. This grievance procedure is the exclusive remedy for dispute resolutions under this Collective Bargaining Agreement.

9.02 For the purposes of this procedure, the below listed terms are defined as follows:

- a. Grievance.** A "grievance" shall be defined as a dispute or controversy arising from the alleged misapplication or misinterpretation of the written provisions of this agreement.
- b. Grievant.** The "grievant" shall be defined as any employee, or group of employees within the Bargaining Unit of the Union.
- c. Days.** A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or holidays as provided for in this Agreement.

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

- a.** Except at Step 1, all grievances shall include: the name and position of the grievant; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place; the identity of the party responsible for causing the said grievance, if known to the grievant; a general statement of the nature of the grievance; and the redress sought by the grievant.
- b.** Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his/her representative, if any.
- c.** If a grievance affects a group of employees working in different locations, with different principals, or associated with an Employer-wide controversy, it may be submitted at Step 3.
- d.** The time limits provided herein will be strictly adhered to. Any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to respond to a grievance within the specified time limit, the grievance shall automatically proceed to the next step.

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e. This procedure shall not be used for the purposes of adding to, subtracting from, altering in any way, any of the provisions of this Agreement.

9.04 All grievances shall be administered in accordance with the following steps of the grievance procedure. All grievances may first be handled under Step 1 of these procedures. It is permissible to bypass Step 1 of these procedures and initiate the grievance process with Step 2. In either case, Step 2 must be submitted within the 10 days of the occurrence of the facts giving rise to the grievance.

Step 1. An employee who believes he/she may have a grievance may attempt to resolve that alleged grievance by conversing with a representative(s) of the Employer and/or its designee that the employee feels is responsible for the alleged grievance and/or has the authority to resolve the alleged grievance.

Step 2. An employee who believes he/she may have a grievance shall submit in writing his/her grievance to the Chief of Police within 10 days of the occurrence of the facts giving rise to the grievance. Any decision issued by the Chief of Police and/or his designee shall be made in writing within 10 days of receiving the grievance.

Step 3. Grievances not resolved in Step 2 that are forwarded to Step 3 must be submitted in writing to the Employer (City Administrator and/or Mayor) within 10 days of receiving a response under Step 2 of these procedures. Any decision issued by the City Administration and/or his designee shall be made in writing within 10 days of receiving the grievance. If the grievant is not satisfied with the decision at Step 3, the Union may appeal the grievance to arbitration pursuant to the arbitration procedure contained herein.

ARTICLE 10 - ARBITRATION PROCEDURE

10.01 In the event a grievance is unresolved after being processed through all steps of the above Grievance Procedures, unless mutually waived, then within thirty (30) days after the rendering of the decision at Step 3, the Union may submit the grievance to arbitration. The parties will promptly request a panel of seven (7) arbitrators from the federal mediation and conciliation service, and the parties will choose one arbitrator from the panel by the alternate strike method with the grieving party striking first.

10.02 The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

10.03 The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

10.04 The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be evenly split by the parties. All other expenses shall be borne by the party

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incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

10.05 An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his/her regular hourly rate for all hours during which his/her attendance is required by either party. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed five (5) employees.

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

ARTICLE 11 - NON-DISCRIMINATION

11.01 The Employer and the Union agree not to discriminate against any employee on the basis of race, religion, color, ancestry, national origin, age, sex, military status, or disability.

11.02 The Union expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

ARTICLE 12 - GENDER AND PLURAL

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

ARTICLE 13 - CONFORMITY TO LAW

13.01 This Agreement shall supersede any present and future state and local laws, along with any applicable rules and regulations, and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

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

13.03 Any matter not specifically covered by this Collective Bargaining Agreement shall be covered by the applicable ordinance or civil service rule of the City of North Canton or the State of Ohio.

ARTICLE 14 - HOURS OF WORK

14.01 Employees shall work a five (5) day week of eight (8) hours per day for a total of a forty (40) hour workweek. The workweek need not be made up of consecutive days if the nature of the work to be performed requires that twenty-four (24) hour services be maintained seven (7) days per week.

14.02 Work schedules shall be posted subject to the Employer's right to change the schedule with as much advanced notice as possible. Employees shall have the right to trade shifts or workdays as long as the trade does not create overtime or double shifts.

14.03 Steady shifts will be assigned in seniority order starting with the Lieutenant with the most seniority proceeding down to the Sergeant with the least seniority.

a. In October of each year, all employees shall submit in writing to the patrol commander his first, second, and third shift preference for the coming year. Employees who neglect to specify their preference shall be presumed to have no preference.

b. Bargaining Unit Members will be assigned the steady shift he most desires if possible. If a Bargaining Unit Member's first choice of steady shift is not available, he will be assigned his second choice if possible. If the Bargaining Unit Member's second choice of steady shift is not available, he will be assigned his/her third choice if possible. If that employee's Bargaining Unit Member's third choice of steady shift is not available, he will be assigned to whatever shift remains to be filled.

c. Steady shifts shall run from January through December, of each year of this Agreement.

d. Management reserves the right to assign one Bargaining Unit Member Employee to steady swing shift for the primary purpose of covering the absence of other Bargaining Unit Members and to provide additional manpower as needed on any shift. This swing shift position shall also be assigned by seniority bidding.

e. Any vacancies or transfers from special assignments shall also be filled by seniority bidding.

f. The Employer determines how many employees will be assigned to any shift.

ARTICLE 15 - OVERTIME PAY ALLOWANCE

15.01 Employees working in excess of their normal shift shall receive credit for time worked in one-quarter hour increments. All overtime is subject to the Chief of Police's approval.

15.02 Employees called out for duty shall receive a minimum of two (2) hours work or two (2) hours pay, if not needed to work the total of two (2) hours.

15.03 All time worked in excess of forty (40) hours in one (1) calendar week shall be compensated at one and one-half (1½) times the hourly rate. Employees have the choice of any combination of either overtime pay or compensatory time off.

15.04 Prior to a non-bargaining Unit Member being made OIC Officer in Charge for a full shift, a Bargaining Unit Member will be given the opportunity to work the shift vacancy.

15.05 Prior to an employee of a higher rank filling a full shift OIC vacancy, bargaining unit members of the same rank as the employee where the vacancy occurs, will be provided the first opportunity to work the vacancy.

15.06 Accumulation of compensatory time shall have a maximum of eighty (80) hours accumulation at any one time. Accrued but unused compensatory time shall be paid to the employee within two (2) weeks for any of the following reasons: employee leaving an hourly position and being promoted to a salary position or if an employee resigns or is terminated or retires.

ARTICLE 16 - HOLIDAYS

16.01 The following paid holidays will be observed by all fulltime employees and such employees shall be paid an amount equal to eight (8) hours of pay at the employee's regular rate, unless otherwise specified in this Article:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving
President's Day	Friday after Thanksgiving
Good Friday	Day before Christmas
Memorial Day	Christmas Day
July 4th	

16.02 An employee must be on the active payroll in order to be entitled to holiday pay. Active payroll is defined as actually working or on a paid leave. A holiday as identified in Section 01 of Article 16 shall be considered as a day worked for accrual of fringe benefits.

16.03 Employees who work on a holiday shall be compensated at their regular rate plus time and one-half for the holiday worked in either pay or compensatory time. At the option of the employee, he may receive that day off work with full regular pay if shift manpower allows. The employee may split the overtime wages on a holiday between pay and compensatory time, but it must be one (1) hour increments. Compensatory time must be taken consistent with any applicable state and federal regulations.

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16.04 If any of the aforementioned holidays should fall on a Bargaining Unit member's regular day off, the employee shall receive eight (8) hours pay at time and one-half (1½).

ARTICLE 17 - VACATIONS

17.01 For the sole purpose of the application of this article, employees who were employed in a calendar year prior to January 1, 2003 shall be deemed to have a service date of January 1st of that year in which their employment commenced. Any employee, who during the term of this Agreement, receives more vacation than the following schedule indicates, shall not have his vacation reduced to conform to the schedule.

17.02 Employees employed less than one (1) year by January 1st shall be granted a paid vacation at the rate of one (1) vacation day per full month worked, not to exceed ten (10) days.

17.03 Employees having been employed one (1) through four (4) years by January 1st shall be granted a paid vacation allowance of two (2) calendar weeks in that calendar year of employment.

17.04 Employees having been employed five (5) through nine (9) years by January 1st shall be granted a paid vacation allowance of three (3) calendar weeks in that calendar year of employment.

17.05 Employees who have been employed ten (10) through fourteen (14) years by January 1st shall be granted a paid vacation allowance of four (4) calendar weeks in that calendar year of employment.

17.06 Employees who have been employed fifteen (15) through nineteen (19) years by January 1st shall be granted a paid vacation allowance of five (5) calendar weeks in that calendar year of employment.

17.07 Employees who have been employed more than nineteen (19) years by January 1st shall be granted a paid vacation allowance of six (6) calendar weeks in that calendar year of employment.

17.08 All vacation allowances shall be granted at a time approved by the Chief of Police and with concurrence of the Director of Administration. A vacation schedule based on the Rules and Regulations of the Police Department shall be made up by the Chief of Police each year with vacation periods so staggered that the employee's absence will not seriously jeopardize the departmental work schedule for that year. Vacation approval shall not be denied solely on the basis it creates overtime.

17.09 When the normal workweek is forty (40) hours, the paid vacation allowance will be based thereon.

17.10 Three (3) weeks of paid vacation allowance may be carried over to the next

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