

AGREEMENT

TOWN OF CANTON & POLICE UNION

Except as set forth below, the existing collective bargaining agreement shall be extend until June 30, 2013:

(1) **Duration**: Upon Agreement until June 30, 2013

(2) **Article 7 : Hours Worked**

- Modify Article 7 to read as follows:

ARTICLE 7 - HOURS OF WORK

7.0 For the purpose of determining regular time and overtime rates of pay, the regular workweek shall be forty (40) hours per week, eight (8) hours per day.

7.1 Shift hours shall be for Shift A: 0700-1500; for Shift B: 1500-2300; and for Shift C: 2300-0700.

7.2 Shift requirements as posted by the Chief of Police and requests for use of vacation days, compensatory time, and earned days shall be selected by patrol officers, sergeants and detective(s), to the extent it does not conflict with ¶ 7.12 below, every twenty-eight (28) days (at least fifty-six (56) days prior to the effective date of the bid period) according to seniority within job classification. After shifts are posted, requests for time off shall be permitted at the Police Chief's or his/her designee's discretion and permission must be received in writing. In no case shall any patrol officer select the same district more than two (2) consecutive bid periods.

7.3 Within seven (7) days of the shift requirements being posted, employees must bid a shift and district assignment and submit requests for vacation days, compensatory time, and earned days.

7.4 The Chief of Police or his or her designee shall complete the schedule. The Town and the Union agree that an employee may be moved from his bid shift to accommodate that employee's training; an employee assigned to C-3 (7:00 p.m. to 3:00 a.m., Thursday-Friday off) may be moved to C squad; and detectives may be assigned patrol duties on the A squad to meet the minimum staffing requirement.

The Town and the Union agree that an employee assigned to B-3 (11:00 a.m. to 7:00 p.m., Thursday-Friday off) may be moved to B squad. Otherwise, no employee may be moved from his or her bid shift except by mutual agreement.

7.5 No later than thirty-five (35) days before the beginning of the work schedule, overtime requirements shall be posted and voluntarily filled. If the minimum staffing needs of the Department remain unfilled twenty-eight (28) days before the beginning of the work schedule, the least senior officer scheduled to work the shift prior to the vacant shift shall be held over four (4) hours and the least senior officer scheduled to work the shift following the vacant shift shall be called in (4) hours early. If both shifts are vacant, both officers working the prior shift shall be held over four (4) hours and both officers working the following shift shall be called in four (4) hours early.

7.6 Work schedules shall be posted at least twenty-eight (28) days in advance of the effective day of such work schedule. Patrol officers may exchange individual shifts with patrol officers and sergeants may exchange individual shifts with sergeants provided the exchange does not incur additional cost to the Town and maintains sufficient staff coverage.

7.7 During each eight (8) hour tour of duty, all employees shall be allowed one-half (1 /2) hour for lunch.

7.8 The Town agrees that past practices as pertaining to shift swaps and hours of work shall be maintained unless changed by the specific terms of this Agreement.

7.9 Employees on scheduled days off shall not be required to work unless a routine patrol shift cannot be filled as outlined above or under emergency conditions.

7.10. Additional requests for use of compensatory time and earned days may be filed after the schedule is posted and shall be approved only if the resulting absence does not bring the shift below minimum staffing. Such requests shall be approved on a first come, first served basis.

7.11 Any new positions and/or employees added to the bargaining unit shall be added to the Department's work schedule as determined by the Chief of Police.

7.12 The Detective shall normally work Monday through Friday on A squad and shall have the option to modify the hours of work with the agreement of the Chief of Police to accommodate the needs of cases. The Chief of Police may assign the Detective to work patrol on the A squad only to meet the requirements of minimum staffing.

(2) **Article 8 : Overtime**

- Modify Article 8 to read as follows:

ARTICLE 8 - OVERTIME

8.0 The Town shall have the right to require personnel to work overtime. However, except in emergency situations, an employee may not be required to work more than twelve (12) hours straight, without a break of eight (8) hours.

8.1 Time worked in excess of eight hours on any work day or in excess of the regularly scheduled workweek shall be considered overtime and shall be paid at the rate of time and one-half (1-1/2) the applicable rate. For purposes of this paragraph, the first three times in a fiscal year an employee calls in sick shall be considered time worked for purposes of calculating weekly overtime. In addition, if an employee is ordered in to work, any sick time incurred that week shall be considered time worked for purposes of calculating weekly overtime.

8.2 If an officer works 7 consecutive days, any time worked on the seventh day shall be paid at two times the employee's applicable rate, except that if an employee is ordered in to work on his/her second day off, he/she shall be paid two times his/her regular rate of pay, if even he/she did not work on his/her first day off.

Although this paragraph shall remain in effect until a successor agreement is reached, this provision shall not be considered as past practice in an interest arbitration proceeding.

8.3 Compensatory time off may be credited at the same rate in lieu of overtime pay, provided that an employee may not earn more than one hundred twenty (120) hours during any fiscal year period. Compensatory time may not be carried over to the next fiscal year. Compensatory time either must be used by June 30 each year or the employee will be paid for the unused time.

Compensatory time off must be taken in a minimum increment of four (4) hours unless:

- a. No replacement is required to meet the minimum staffing provision of Article 26.0;
- b. The employee requesting use of compensatory time obtains a replacement employee or arranges a swap so that no call in is required; or
- c. The replacement employee waives the four (4) hour minimum call-in provision of Article 8.4, in which case the replacement employee will be paid only for actual hours worked and will not be moved on the overtime rotation list.

8.4 When an employee who is off duty is called in to work that is not contiguous with said employee's regular work hours, the employee shall be paid for at least four (4) hours at the rate of time and one half (1-1 /2). However, if the employee completes his/her assignment in less than 4 hours, he/she shall inquire of his/her supervisor whether there is any other assignments to perform during the 4-hour period before they may leave.

8.5 Overtime pay shall not be subject to the minimum four (4) hour provision of Article 8.4 when such overtime is a result of extending a tour of duty on any shift to properly complete an investigation or work assignment, for assisting in an emergency situation, etc. In such situations, the employee will be paid overtime for the actual time worked.

8.6 Scheduled overtime shall be posted and distributed to all employees on a fair and equal basis according to a policy agreed to by the Town and the Union.

8.7 Nothing herein shall preclude the Chief of Police from requesting the next available sergeant on the overtime rotation when a supervisor is required for other than a routine patrol shift.

(3) Appendix B

- Eliminate Appendix B

(4) Wages:

- a. July 1, 2011: 1.95%
- b. July 1, 2012: 2.25%

(5) Equipment Requests


Employees shall follow the below process for requesting the purchase of any equipment. Although this process shall remain in effect until a successor agreement is reached, this process shall not be considered as past practice in an interest arbitration proceeding:

Employees who wish the Department to purchase uniforms or equipment beyond the standard issue, shall adhere to the following protocol: Prior to any purchase using town funds, employees must submit a written request through their chain of command to the Chief of Police. The request will provide:

1. The requested type of uniform or equipment.
2. The justification or need for the item.
3. The cost of the item through various vendors.
4. The availability of the item through the town's current vendor(s).

All acquisitions must be approved by the Chief of Police. Acquisitions should be made through the Town so that any cost and/or tax advantages are obtained. Upon separation from Town service, any Department issued uniforms and equipment will be returned to the Town.

TOWN OF CANTON,

By: 

Its CAO

Date: 8/12/11

CANTON POLICE UNION

By: 

Its President

Date: 8/12/11

2363551

APPENDIX A

WAGE SCHEDULE

FY 2011/2012 (1.95% increase)

<u>Patrol Officer</u>	<u>Hourly</u>	<u>Weekly</u>	<u>Annual</u>
Base	\$ 25.23	\$ 2,018.40	\$ 52,478.40
Step 1	\$ 26.86	\$ 2,148.80	\$ 55,868.80
Step 2	\$ 28.50	\$ 2,280.00	\$ 59,280.00
Step 3	\$ 30.11	\$ 2,408.80	\$ 62,628.80
Step 4	\$ 31.76	\$ 2,540.80	\$ 66,060.80
Step 5	\$ 33.35	\$ 2,668.00	\$ 69,368.00
<u>Detective</u>	\$ 34.50	\$ 2,760.00	\$ 71,760.00
<u>Sergeant</u>			
Base	\$ 35.70	\$ 2,856.00	\$ 74,256.00
Step 1	\$ 37.13	\$ 2,970.40	\$ 77,230.40
Step 2	\$ 38.62	\$ 3,089.60	\$ 80,329.60

FY 2012/2013 (2.25% increase)

<u>Patrol Officer</u>	<u>Hourly</u>	<u>Weekly</u>	<u>Annual</u>
Base	\$ 25.80	\$ 2,064.00	\$ 53,664.00
Step 1	\$ 27.46	\$ 2,196.80	\$ 57,116.80
Step 2	\$ 29.14	\$ 2,331.20	\$ 60,611.20
Step 3	\$ 30.79	\$ 2,463.20	\$ 64,043.20
Step 4	\$ 32.47	\$ 2,597.60	\$ 67,537.60
Step 5	\$ 34.10	\$ 2,728.00	\$ 70,928.00
<u>Detective</u>	\$ 35.28	\$ 2,822.40	\$ 73,382.40
<u>Sergeant</u>			
Base	\$ 36.50	\$ 2,920.00	\$ 75,920.00
Step 1	\$ 37.97	\$ 3,037.60	\$ 78,977.60
Step 2	\$ 39.49	\$ 3,159.20	\$ 82,139.20