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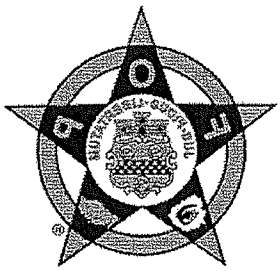
AGREEMENT BETWEEN

THE

THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

AND



THE CITY OF ZANESVILLE

(Police Sergeants and Lieutenants)

JANUARY 1, 2012-DECEMBER 31, 2014

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ARTICLE 1
AGREEMENT

Section 1.1 Agreement

This Agreement is entered into by the City of Zanesville, Ohio hereinafter referred to as the "City" or "Employer" and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "Labor Council".

Section 1.2 Purpose

This Agreement has as its purpose the following:

A. To comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

B. To promote cooperation and orderly, constructive, and harmonious relations between the City, its employees, and the Labor Council.

C. To prevent interruptions of work and interference with the efficient operation of the Police Department.

D. To establish a procedure for the peaceful resolution of grievances.

This Agreement supersedes all previous Agreements (either written or oral) between the City, its employees, and the Labor Council.

Section 1.3 Modification of Agreement

The express provisions of this Agreement may be changed only by mutual agreement between the parties, reduced to writing, dated, and signed by the parties to this Agreement.

Section 1.4 Saving Clause

Should any portion of this Agreement contained herein be declared invalid by operation of law or by a court of competent jurisdiction, such invalidation of said part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In addition, within twenty (20) calendar days following the effective date of such declaration of invalidity, the parties shall meet in an attempt to modify such provision to comply with the applicable law.

ARTICLE 2
RECOGNITION

Section 2.1. Recognition

The City hereby recognizes the Fraternal Order of Police, Ohio Labor Council as the sole and exclusive bargaining agent for the purpose of collective bargaining of all wages, hours, and other terms and conditions of employment for all full-time employees that have been certified by the State Employment Relations Board in case number: 90-REP-04-0094 and amended by case number 91-REP-10-0254.

All Full-Time Police Sergeants and Lieutenants

Section 2.2 Exclusions

All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded.

Section 2.3. New Positions

In the event that a new position is created above the rank of Police Officer, the City shall determine whether the new positions will be included in or excluded from the bargaining unit and shall so advise the Labor Council. If there is any dispute as to the City's determination of bargaining unit status, the parties will meet to attempt to resolve their disagreement. If the parties agree on the determination, it shall be implemented as proposed by the City. If the parties still do not agree, the City may implement its determination, subject to challenge by the Labor Council via a petition for unit clarification to the State Employment Relations Board.

The City shall not attempt to abridge this Agreement by changing the rank structure or classification designation of any employee during the length of this Agreement, with the purpose to eliminate such employees from the bargaining unit.

Section 2.4 Recognition Clause Applies to Employees

This recognition clause shall be construed to apply to employees and not to work. Unless otherwise provided in this Agreement it shall not limit the City's right to transfer work to other employees not included within the above described bargaining unit when the nature or amount of work changes; it shall not be construed to mean that any employee or classification of employees has an exclusive right to any work.

ARTICLE 3
LABOR COUNCIL SECURITY

Section 3.1 Labor Council Dues Deductions

The Labor Council will notify the City in writing of the dues it charges and its current membership, and will update this information as needed to be accurate.

The Employer agrees to deduct membership dues at the rate certified by the Ohio Labor Council. One month's advance notice must be given to the City prior to making any changes in the rate. The Employer agrees to deduct membership dues during the last pay period of each month from the pay of any employee in the bargaining unit who has authorized the same in writing to the City Auditor.

Section 3.2. Preference Over Dues

It is understood and agreed that other legally required deductions shall have preference over the aforesaid Labor Council dues.

Section 3.3 Payment/Labor Council

All dues collected under this Article shall be paid by the Employer, within thirty (30) days, together with a listing of the members for whom deductions were made, to the Treasurer of F.O.P. Zanesville Lodge #5.

Section 3.4. Membership Cancellation

A. A member may withdraw authorization for dues deduction by the City by directing his request in writing to the City Auditor.

   Dues deduction shall cease upon the happening of any of the following events:

   1. Resignation or discharge of the employee;
   2. Transfer of the employee from the bargaining unit;
   3. Revocation of the dues deduction authorization.

B. No other employee organization's dues shall be deducted from the pay of any bargaining unit member during the life of this Agreement.

C. The Labor Council hereby agrees that they will indemnify and hold the Employer harmless from any claims, actions, or proceedings by an employee or the Labor Council arising from deductions made by the Employer pursuant to this Article, except the non-payment of funds deducted from the employee's pay.

Section 3.5. Fair Share Fee

A. As a condition of employment, sixty (60) days following the beginning of employment, or upon the effective date of this Agreement, whichever is later, employees in the bargaining unit who are not members of the Labor Council, including employees who resign from membership in the Labor Council after the effective date of this labor agreement, shall pay the Labor Council, through payroll deduction, a fair share fee. The fair share fee is automatic and does not require the written authorization of the employee. This provision shall not require any employee to become or remain a member of the Labor Council, nor shall the fair share fee exceed the dues paid by members of the Labor Council in the same bargaining unit. The Labor Council will notify the City in writing the amount of the fair share fee and update the information as needed to be accurate. A one month advance notice will be given to the City prior to a change in such fee. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration and pursuing matters directly affecting wages, hours and other terms and conditions of employment of bargaining unit members. The Employer shall implement the fair share deductions subject to the provisions of this Section. The Labor Council shall prescribe a rebate and challenge procedure which complies with ORC Section 4117.09 (C), federal law and any judicial decisions interpreting such laws. The Labor Council agrees to abide by all rules and decisions of the State Employment Relations Board or the courts in regard to the fair share fee deductions.

Public employees who are members of and adhere to established and traditional tenets and teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization, as set forth in Section 4117.09(C), Ohio Revised Code, shall have such alternative contribution rights as are provided by law under such conditions and in accordance with such procedures as are required by law.

B. It is further agreed that the Labor Council shall defend, and save the City harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or be by reason of action taken or not taken by the City in fulfilling the obligations imposed on the City under this Section, except for failure to forward deducted fees.

C. Once each year the Labor Council shall provide evidence to the City that it has complied with Federal and State Law as it applies to the deduction of fair share fees.

Section 3.6. Refunds

The Labor Council agrees to refund to the City any amounts paid to it in error on account of these check off provisions upon presentation of proper evidence thereof.

Section 3.7 Bulletin Board

The City shall provide, at the Department, a bulletin board for the use of the Labor Council. Labor Council officials shall be responsible for posting and/or approving the posting of notices thereon which employees may read when reporting to or leaving their work stations, or during their free time. All notices or literature posted does not first have to be approved by the City or the Chief of Police.

The Labor Council agrees that no notices will be placed on the bulletin board which contains:

A. Personal attacks upon any City employee;

B. Scandalous, scurrilous or derogatory attacks upon the Administration;

C. Attacks on any other employee organizations;

D. Any obscene material;

E. Ethnic material.

Section 3.8. Ballot Box

The Labor Council shall be permitted, upon prior written notification to the Chief of Police, to place a ballot box at Department Headquarters for the purpose of collecting member's ballots on all Labor Council issues subject to ballot. Such box shall be the property of the Labor Council and neither the box not its contents shall be subject to the City's review. Such balloting shall not interfere with work activities.

Section 3.9 Use of Departmental Mail System

The Labor Council shall be permitted to utilize, at no cost or loss of time to the City, the Departmental Mail System for the purpose of providing information pertaining to Labor Council business to bargaining unit employees. The Labor Council agrees that the use of the mail system will be reasonable and limited to providing information that is necessary for the normal conduct of Labor Council bargaining unit business or bargaining unit representation. All mail placed into the mail system by the Labor Council shall be the property of the bargaining unit members to whom it is addressed, and such mail shall not be subject to review by the City.

Section 3.10 Place for Meetings

Meetings of the Committees of the Labor Council will be permitted on City property when and where work is not interrupted by such meetings and when such meetings are not held during the regularly scheduled duty hours of the participants on the day in question. Committees shall not consist of more than three (3) members and may meet as necessary to administer this Agreement.

Section 3.11 Contracting Out Bargaining Unit Work

If the City contracts out a service, the successor shall honor the Agreement and retain the City's employees for the duration of this Agreement.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1 Management's Rights

Except to the extent expressly abridged by a specific provision of this Agreement, the city reserves and retains, solely and exclusively, all of its rights as such rights existed prior to the execution of this Agreement.

The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as they affect wages, hours, terms and conditions of employment, and continuation, modification, and/or deletion of an existing provision of this Agreement.

Section 4.2. Legal Authority

Nothing contained in this Agreement shall illegally alter the authority conferred by state and federal laws, Zanesville ordinances, or resolutions upon any city official or to, in any way, abridge or reduce such authority. This Agreement shall be construed as requiring city officials to follow the procedures, agreements, and policies prescribed herein to the extent they are applicable in the exercise of the authority conferred upon them by law.

If there is a conflict between any part of this Agreement and local laws or ordinances of the City of Zanesville, the Agreement provisions shall prevail.

Section 4.3 Specified Rights

Management retains the right to:

A. direct the work of its employees;

B. to hire, promote, transfer, assign, and retain employees in City positions;

C. to suspend, demote or discharge employees for proper and just cause;

D. to maintain the efficiency of governmental operations;

E. to relieve employees from duties because of lack of work;

F. to take actions as may be necessary to carry out the mission of the agency in emergencies; and

G. to determine the methods, means, and personnel by which operations are to be carried on, subject to the provisions as are expressly provided herein.

Section 4.4 Reserved Powers of the City

The listing of specific rights in this Agreement is not intended to be, nor shall it be restrictive of or a waiver of the rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the City in the past.

Section 4.5 Recognition of Management Rights

The Labor Council hereby recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities; and the powers of authority which the City has not officially abridged, delegated, or modified by this Agreement are retained by the City. The Labor Council further recognizes and agrees that the City has complete authority over the policies and administration of the municipal Service which it exercises under the provision of law and in fulfilling its responsibilities under this Agreement.

Section 4.6 Duties Not Covered by Job Descriptions

Published job descriptions and requirements shall not be construed as limiting or restricting an employee from performing all duties incidental to or required by this job.

ARTICLE 5
JOINT COOPERATION

Section 5.1 Joint Cooperation

In recognition of the mutual interests of both parties in maintaining efficient and economical public services, the Labor Council agrees that it will support the City's efforts to achieve the following objectives:

A. Elimination of waste and inefficiency in the provision of services.

B. Improvement of the quality of services rendered.

C. Combating Stalling on the job.

D. Combating absenteeism.

E. Elimination of restrictions on work output.

F. Conservation of materials and supplies.

G. Prevention of accidents.

H. Improvement of working conditions.

I. Installation of labor-saving devices and machinery and technical changes.

J. Protection of property and machinery.

K. Cleanliness of facilities.

L. Incentive pay plans or systems.

Section 5.2 No Misrepresentation

It is mutually agreed that neither party, its agents, or its members will initiate, sanction, or participate in any display, advertisement, or any other publicity misrepresenting the position of the other party. This shall not prohibit either party to this Agreement from making the general public aware of the issues which may be causing an impasse or disagreement.

ARTICLE 6
NON-DISCRIMINATION

Section 6.1 No Discrimination

Both parties agree that they will cooperate in the implementation of an affirmative action program for City employees.

Section 6.2 Labor Council Affiliation

A. Both parties agree that they will not discriminate between Labor Council and non Labor Council employees in fulfilling their responsibilities under this Agreement. The Labor Council further agrees that neither it nor any of its officers or members will intimidate or coerce employees into membership in the Labor Council or for any other reason.

B. The Labor Council shall accept, and make available, the right to join the Labor Council and also provide representation, if requested, to all employees covered by this Agreement on a nondiscriminatory basis.

C. Labor Council members agree that they shall not allow membership or nonmembership in the Labor Council to affect their on-the-job relationship with their fellow employees.

Section 6.3 Singular and Gender Clause

Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular. Words whether in masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine gender, 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 7
LABOR COUNCIL REPRESENTATION

Section 7.1 Labor Council Representatives

The Employer shall recognize no more than three (3) employees (one from each shift and one of which shall be the chief steward) selected by members of the Labor Council to act as representatives for the purpose of this Agreement. The employees so designated shall be recognized as representatives provided herein.

Section 7.2. Roster of Labor Council Representatives.

The Labor Council shall provide to the Employer an official roster of its representatives which is to be kept current at all times and shall include the following:

1. Name
2. Address
3. Home Telephone Number
4. Labor Council Position Held

Section 7.3. Activities of Labor Council Representatives.

A steward will investigate and process grievances during non-working hours whenever possible. When this is not possible, a steward will be permitted leave with pay during working hours, provided the steward first obtains the permission of his immediate supervisor and the permission of the supervisor of any employee with which the steward intends to speak. Such permission shall not be unreasonably withheld.

The Labor Council agrees that no representative of the Labor Council, either employee or non-employee, shall unduly interfere, interrupt, or disrupt the normal work duties of employees. Further, the Labor Council agrees not to conduct meetings (bargaining unit, grievance, or committee meetings) involving on-duty employees except to the extent specifically authorized by the Employer.

The Labor Council agrees that the Labor Council and its members, collectively and individually, will assume financial liability for any and all damages to City property and equipment incurred and/or arising from Labor Council meetings conducted on City premises.

Section 7.4 Access to City Premises

The Labor Council employees, shall be allowed on City premises and work areas. Such visits must be prearranged with and authorized by the Police Chief (or authorized representative) as to time and place so as to avoid interference with the operations of the City.

Section 7.5 - Delegates

One (1) Labor Council representative may attend as a representative the Annual Conference and/or seminars for a maximum of two (2) work days. Such attendance on scheduled work days will be considered "time worked" and the employee will attend without loss of pay or benefits.

ARTICLE 8
NO STRIKE/NO LOCKOUT

Section 8.1 No Strike - No Lockout

Inasmuch as this Agreement provides procedures for the orderly resolution of grievances, including resolution by an impartial third party, the City and the Labor Council recognize their mutual responsibility to provide for uninterrupted services to the citizens of Zanesville. Therefore:

The Labor Council agrees that neither it, its officers, agents, representatives, or any employees covered by this Agreement will authorize, instigate, cause, aid, condone, or participate in any strike or work stoppage for the duration of this Agreement. The City agrees that it will not lockout or prevent employees from performing their regularly assigned duties.

Informational picketing, except during duty hours shall not be considered to be illegal picketing.

Section 8.2 Affirmative Action

Labor Council officers and representatives are required to take affirmative action to try to prevent a violation of this article.

Section 8.3 Crossing Picket Lines

Employees may be required to go through picket lines where an emergency requires them to do so to protect the public health, safety, and welfare.

ARTICLE 9
PROBATIONARY PERIOD

Section 9.1 Length of Probationary Period

All promotional probationary periods shall be for a period of one (1) year. Work days from two (2) different probationary periods shall not be combined for purposes of computing the required time for the current probationary period.

Section 9.2 Right to Reduce

The City retains the right to reduce any employee during the probationary period for good reason which is not arbitrary or capricious. Any employee who fails to complete the probationary period for a promotion shall be returned to their original rank without loss in seniority or prior pay position.

Section 9.3 Voluntary Reduction

Members who voluntarily reduce themselves in rank shall be returned to their previous rank without loss in prior pay position. This voluntary reduction may be outside the probationary period.

ARTICLE 10
SENIORITY

Section 10.1 Definition of Seniority

Seniority shall be defined as an employee's uninterrupted length of continuous full-time employment as a sworn police officer with the City of Zanesville. Seniority in rank shall be defined as an employee's uninterrupted length of continuous full-time employment in that rank with the City of Zanesville. Seniority will only accrue while on paid status.

Section 10.2 Seniority List

A. Seniority shall be brought up to date by the City each January 4th showing the employee's name, title, date of hire, department working in, and order of seniority. Any objection to the seniority list, as posted, must be reported to the employer within ten (10) days from the date posted or it shall stand as posted.

Section 10.3 Application of Seniority

Seniority shall be applicable in the following situations:

Annual vacation preference (within rank and shift)
Layoff and Recall
Demotion for lack of work (within rank)

Days off (within rank and descending by rank)
Shift Preference (within rank) - Members shall choose their shift preference in December of each year. The shift preference will take effect in the first full pay period of January. This shift preference shall apply only to the patrol division.

When the Employer desires to fill a vacancy within the bargaining unit in which two (2) or more members are being considered, and all other factors in the evaluation process are equal (as determined by the Chief) the Employer shall choose the member with the most seniority. The evaluation process is not grievable.

Section 10.4 Equal Seniority

In the event two (2) or more employees have equal seniority, it shall be determined from the records of the appointing authority as to the order of appointment.

ARTICLE 11
LAYOFF AND RECALL

Section 11.1 Layoff Notification

When the City determines that a layoff or job abolishment is necessary, they shall notify the affected employees at least fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. The City, upon request from the Labor Council, agrees to discuss with representatives of the Labor Council the impact of the layoff on bargaining unit employees.

Section 11.2 Layoff

Whenever, for any reason, it becomes necessary or expedient to reduce the work force within a position classification, all emergency, provisional, temporary, part-time, seasonal, and probationary employees in the bargaining unit shall be laid off first before any reduction is made in the permanent work forces. Permanent employees shall be laid off in order of their seniority with that employee having the least seniority being laid off first then continuing in like manner until the required reduction in the work force has been accomplished. Bargaining unit employees will have the right to bump into a lower rank if their seniority qualifies. Employees shall be paid for all accumulated vacation and compensatory time at the time of layoff.

Section 11.3 Recall

A. Permanent employees who are on lay off shall be recalled in reverse order of their layoff with the last employee laid off being the first to be called back and continuing in like manner until the required number of employees have been recalled.

If an employee has bumped into a lower rank, he shall be reinstated to a vacancy in his prior rank before any employee is installed to a position in that rank.

B. The City shall notify the employee of his recall at his last address on record with the City, by certified letter with return receipt requested, and employ him if he reports and is available for work within ten (10) days after notice of recall. If said employee fails to report for work within ten (10) days after notice of recall, he shall be considered as having voluntarily resigned. However, illness incapacitating the employee for work or extended absence from home at the time of recall shall be sufficient excuse for not reporting for work. The City must be informed of the excuse within twenty-four (24) hours after receipt of notice of recall. An employee loses his right to recall and is considered to have voluntarily resigned if his address on file with the City is not accurate.

Section 11.4. Layoff Beyond Three Years

An employee who is on layoff for a period of three (3) years is automatically terminated and loses all seniority.

Section 11.5 Probationary Period

Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at layoff, shall be required to finish such probationary period.

ARTICLE 12
LABOR/MANAGEMENT MEETINGS

Section 12.1 Meetings

In the interest and sound Labor/Management relations, the Labor Council and the City will meet at agreeable dates and times for the purpose of discussing those matters outlined in Section 2 below. Normally, no more than three (3) employee representatives of the Labor Council and one (1) non-employee representative of the Labor Council shall be permitted to attend such meetings.

Section 12.2 Agenda

The party requesting the meeting shall furnish an agenda when possible. This does not prevent the discussion of other topics that may come up during the meeting. The Labor Council will furnish the names of the Labor Council employees who will be attending. Subjects that may be discussed at these meetings shall include (but not limited to) the items listed below.

A. Discuss the administration of this Agreement;

B. Notify the Labor Council of changes made by the City which may affect bargaining unit members;

C. Discuss the grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;

D. Disseminate general information of interest to the parties;

E. Give the Labor Council representatives the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;

F. Discuss ways to improve efficiency and work performance; and

G. Consider and discuss health, safety, and training matters.

Section 12.3 Reports

Labor Council employee representatives attending Labor/Management meetings shall not suffer a loss in pay for hours spent in such meetings, if held during the employee's regular scheduled hours or work. The number of on duty employee representatives will be limited to one whenever possible. Any changes in work orders will be issued as soon as possible after the conclusion of the meeting. The Labor Council may submit a written report as a result of such meetings. If minutes of a meeting is desired, an employee representative will take such minutes. These minutes will be reviewed by the City and employee representatives prior to dissemination to other employees.

ARTICLE 13
GRIEVANCE PROCEDURE

Section 13.1 Definition of a Grievance

A grievance is defined as a dispute or difference involving the interpretation, application, or enforcement of the terms of this Agreement or of the work rules.

No management prerogative reserved solely to the discretion of the City shall be made the subject of a grievance.

Section 13.2 Purpose of the Grievance Procedure

The purpose of the grievance procedure is to resolve disputes peacefully and amicably without impeding the provisions of essential public services. Therefore, should a grievance arise, there shall be no interruption or impeding of work, on account of such differences, but an earnest effort shall be made to settle the matter promptly in accordance with the provisions of this Agreement. The grievance procedure herein and the arbitration procedure outlined in Article 14 shall constitute the sole recourse for the settlement of disputes involving the interpretation, application, or enforcement of the terms of this Agreement except as provided for in Section 13.16.

Section 13.3 Grievance to Be Settled Expeditiously

Both parties agree that they shall endeavor to make every effort to anticipate and diminish the causes of grievances, and when they arise, to settle them (informally if possible) expeditiously at the lowest practicable level of the grievance procedure.

Section 13.4 Qualifications

An employee may file only his own personal grievance. The aggrieved employee should personally sign his written grievance, if he is capable of signing. Otherwise, no grievance will be processed without the aggrieved employee's signature.

A grievance can be initiated by an aggrieved bargaining unit member. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each bargaining unit member in the same or similar manner, the Labor Council or grievance chairman shall file a class action grievance on behalf of all those affected.

The City or the Labor Council shall have the right to put its grievances through the established grievance procedure. Initiation of any such grievance shall be undertaken at Step 2 of the Grievance Procedure for the Labor Council and Step 3 for the City.

Section 13.5 Grievances of Non-Member Employees

When a grievance proceeding is held on an individually filed grievance by a bargaining unit employee who is not a member of the Labor Council, the Labor Council shall receive notification when the grievance is filed. The final resolution must be consistent with the terms of this agreement and the Labor Council representative may be present at the final resolution.

Section 13.6 Pre-Existing Grievances

Grievances which arose prior to the signing of this Agreement shall be processed under the terms of the Agreement in effect at the time of the alleged grievance.

Section 13.7 Limit on Applicability of Grievance Decision

A final decision reached in either of the first two steps of the grievance procedure shall be applicable to that grievance only.

Section 13.8 Right to Withdraw Grievances

When the Labor Council is used, the Labor Council has the sole discretion to refuse to process, abandon, or settle grievances jointly with the City, prior to binding arbitration, irrespective of the aggrieved employee's wishes. The employee must sign a waiver to remove the Labor Council from the grievance process at any time after the Labor Council has been requested to provide assistance.

Section 13.9 Time Limits

If the Labor Council or a member fails to exhaust its remedies under the grievance procedure or to abide by the time limits with respect to each step of the procedure, the grievance shall be deemed as resolved. Such failure/neglect to follow the procedure and/or adhere to the prescribed time limits shall act as a bar to the filing of any future grievances arising out of the same set of facts or circumstances.

If the City fails to exhaust its remedies under the Grievance Procedure or to abide by the time limits with respect to each step of the procedure, the grievance shall automatically advance to the next step. Arbitration may be requested within 21 calendar days from any missed deadline in the third step procedures.

The time limits expressed in the Grievance and Arbitration Articles may be extended at any step by written mutual consent. However, if the time limits are not mutually extended, the last timely position shall prevail. The parties may agree by written mutual consent to skip certain steps in the grievance procedure.

Section 13.10 Soliciting of Grievances

Labor Council members are prohibited from soliciting grievances. Any Labor Council member who is found to have solicited a grievance shall be subject to disciplinary action. This does not limit the Labor Council Representative or a member of the grievance committee from making an initial inquiry.

Section 13.11 Processing and Investigation of Grievances

The processing and investigation of grievances shall take place outside of regular working hours whenever possible. When this is not possible, the grievant or Labor Council representative, if one is involved, shall be permitted leave with pay during working hours, provided the grievant or Labor Council representative first obtains the permission of his immediate supervisor. Such permission shall not be unreasonably withheld.

Section 13.12 Presentation of Witnesses

Either party may present witnesses. Employees who are appearing as witnesses for the Labor Council must receive permission to take time off with pay if the hearing occurs during their normal work hours. If permission is withheld, any applicable time limits shall thereby be extended for the period of time necessary to allow the grievant and/or representative, if one is involved, time off to attend such meetings, Witnesses may be subject to cross examination.

Section 13.13 Labor Council To Investigate Grievances

When an Labor Council representation is being used, the Labor Council shall make a reasonable investigation of any grievance before it is submitted to the steps of the grievance

procedure. All cases, shall be investigated before being submitted to binding arbitration, in order to ascertain that the compliant is justified and there is reasonable grounds to believe that the claim is true in fact. The Labor Council shall submit a written report to the City upon filing for the next step in the grievance procedure if their investigation reveals any new or different information regarding the grievance.

Section 13.14 Proper Language And Publicity

The grievance complaint shall set forth all the facts necessary to understand the issues involved. It shall be free from charges or language not germane to the real issue or conducive to subsequent calm deliberation. So far as possible, the City and the Labor Council shall avoid publicizing any grievance or complaint prior to the final determination of the issue.

Section 13.15 Grievance Steps Eliminated

If the subject matter involves an employee discharge or if both parties agree that any other subject is of an emergency nature, with respect to an immediate necessity to move ahead, grievance Steps 1 and 2 shall be bypassed and the grievance taken up directly at Step 3.

In any case, the hearing for such a set of circumstances shall be held within fifteen (15) work days of the date of the receipt of the grievance by the Safety Director or his designee.

In the case of a dismissal or a situation where the parties agree in writing that a grievance should bypass Steps 1 and 2, the time limit that such a grievance must be filed at Step 3 shall be five (5) work days.

Section 13.16 Employee's Right

Where applicable in discipline cases, the employee must first choose whether he wants to process his appeal through the Grievance/Arbitration Procedures or through the Civil Service Commission. The initiation of any phase and/or of any step of either of the two appeal systems shall be considered to be a waiver of the right to utilize the other system. Both the Civil Service Commission and any duly appointed arbitrator must honor the requirements of this section.

It is understood that this Agreement shall not in any way abridge the right of individual employees to seek their own redress of grievances, or to refrain from using the Labor Council in the process.

Section 13.17 Steps in the Grievance Procedure

STEP 1. Bureau Commander

A. An employee who feels that his rights and privileges under this Agreement have been violated, shall make verbal contact with his Bureau Commander within five (5) calendar days from date of the occurrence of the action giving rise to the grievance or five (5) calendar days from when the grievant first knew of the

occurrence that gave rise to the grievance. A waiver form must be presented by the grievant at this step.

B. The Bureau Commander will give a written reply to the grievance within five (5) calendar days from the date the grievance was verbally submitted.

C. The object of this step is to informally resolve the complaint before it becomes a formal grievance, therefore, unless mutually agreed to by the parties, any other parties shall be excluded from the meeting between the employee and his Bureau Commander.

D. A grievance which is not satisfactorily settled at Step 1 of the Grievance Procedure shall be taken to Step 2.

E. The day of submission or response is not counted as a day of this step or any succeeding step.

STEP 2 Police Chief.

A. An employee who is not satisfied with the reply at Step 1 of the Grievance Procedure shall file a written grievance on the form provided, with the Police Chief (or designee). The grievant may use an Labor Council representative. If he does so chose to involve the Labor Council, then the Labor Council shall investigate the grievance before proceeding to the next step. A waiver form must be presented by the grievant at this step.

B. The employee must file his grievance within five (5) calendar days after the reply at Step 1 has been given.

C. The Chief (or designee) shall sign and date stamp the grievance form and return a signed copy to the grievant or his representative if one is involved.

D. The City has the right to seek out and require additional information, if it exists, to that presented in the Grievance Notice in order to amicably handle the matter as expeditiously as possible.

E. The Police Chief shall have fifteen (15) calendar days to submit his answer in writing to the grievant or his representative if one is involved. Said grievant or his representative shall sign and date the form upon receipt.

STEP 3 Safety Director

A. Should the grievant or the Labor Council representative, if one is involved, decide that the reply of the, Police Chief is unsatisfactory, the grievant or representative of the Labor Council, if one is involved, shall, within five (5) calendar days, forward a copy of the grievance and all other pertinent information to the City's

Safety Director or his designated representative. The Safety Director or his designee shall sign and date the form upon receipt and return a signed copy to the grievant or his representative if one is involved. A waiver form must be presented by the grievant at this step.

B. The Safety Director or his designated representative shall arrange a hearing between the grievant and, if the grievant so desires, the Labor Council representative and the City within fifteen (15) calendar days unless otherwise mutually agreed to. The Safety Director or his designee shall answer the grievance within ten (10) calendar days after the hearing.

C. The City may require the hearing to be held outside normal working hours. Meetings and/or conferences by the Labor Council and the grievant with respect to discussion of the various actions associated with resolving such a matter, shall be scheduled for the off duty hours of the participants. No compensation will be provided by the City for the participants in such meetings and/or conferences. A hearing scheduled for a time period during which the grievant and his representative would normally be on duty will proceed as scheduled. The grievant and his representative shall be released from duty during the time period of the hearing and shall not suffer any loss of pay or benefits.

D. If a decision of the Safety Director or his designee is not satisfactory to the Labor Council, arbitration must be requested in writing within twenty-one (21) calendar days from the date the decision was rendered at the last step of the grievance procedure.

ARTICLE 14
ARBITRATION

Section 14.1 Time Limit for Requesting Arbitration

Unless both parties agree to by-pass one or more of the steps, the entire grievance procedure must be exhausted before going to arbitration.

Arbitration must be requested in writing within twenty-one (21) calendar days from the date the decision was rendered at the last step of the grievance procedure.

Section 14.2 Delivery of Demand for Arbitration

Should the Labor Council demand arbitration, it shall give written notice to the City of Zanesville's Safety Director. Such demand shall be signed by the grievant and/or the authorized representative of the Labor Council. Should the City of Zanesville demand arbitration, it shall give written notice to the authorized representative of the Labor Council or his designee. Such demand shall be signed by the authorized representative of the City of Zanesville.

Section 14.3 Selecting the Arbitrator

Within twenty-one days of the demand for arbitration, a joint written request, instigated by the party demanding arbitration, shall be made to the Federal Mediation Conciliation Services (District 15, Ohio) to submit the names of seven (7) qualified arbitrators including personal history and arbitration experience of each. Upon receipt of such list of arbitrators the parties shall attempt to select one from the list. Upon failure to do so, the parties shall then proceed to alternately strike names from the list until one (1) name remains.

Determination as to which party shall have the privilege of striking a name from the list first shall be resolved by the toss of a coin. The individual whose name remains on the list after the other six (6) names have been removed shall be the arbitrator. The Federal Mediation Conciliation Services shall be informed of the individual selected and request that such arbitrator be assigned to the grievance.

Section 14.4 Submission Agreement

The Labor Council and the City shall agree in writing upon the precise issues to be decided and submit the Statement to the arbitrator. Such agreed upon issues shall then be submitted to the arbitrator. If the parties cannot agree on the issues to be decided, each party shall state in writing the issue as he sees it and submit it to the arbitrator and other party. Included in its statement of issues, the appealing party shall cite the section or sections of the Agreement it claims have been violated and the redress it expects from arbitration.

If one of the parties is of the opinion that a grievance concerning the interpretation or application of the contract is not arbitrable, it shall notify the other party prior to the arbitration hearing of its challenge and intent to raise the issue of arbitrability at the arbitration hearing. At the hearing, the first question to be placed before the arbitrator shall be whether or not the issue is arbitrable and within his/her jurisdiction to decide. The arbitrator will take the question of arbitrability under advisement, and the same arbitrator will hear the grievance on its merits.

Section 14.5. Arbitrator Shall Arrange Hearings

The arbitrator shall arrange for any hearings or investigations he deems to be necessary as soon as possible after he is notified of his selection.

Section 14.6 Procedures

Arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the Federal Mediation Conciliation Services except as modified by the provisions of this Agreement.

Section 14.7 Limits on Arbitrator's Authority

A. No decision by an arbitrator shall infringe upon:

(1) The obligation of the City as expressed or intended by the provisions of Ohio Law.

(2) The statutory obligations of the City.

(3) The legal principles expressed by a Ohio Supreme Court determination or by any other court of competent jurisdiction, or in the general body of legal principles which are applicable to municipalities and their municipal functions.

(4) Any federal, state, or municipal law.

B. The arbitrator may affirm, disaffirm or modify disciplinary penalties imposed by the City.

C. The arbitrator shall not change wage rates already in effect within the Agreement.

D. The arbitrator's award shall not be retroactive for a period prior to the period covered by the grievance.

E. The arbitrator shall conduct a fair and impartial hearing on the grievances, hearing and recording testimony from both parties and applying the rules of the F.M.C.S., or the S.E.R.B. The arbitrator shall not have the authority to add to, delete from, or modify any provisions of this Agreement.

F. The arbitrator shall expressly confine himself to the precise issues cited in the submissions as per Section 14.4 and shall have no authority or privilege to determine any other issue not so submitted to him. Nor shall the arbitrator have the authority or privilege to submit observations or declarations of opinion which are not directly essential in reaching a decision on the precise subject matter.

G. The arbitrator may not make an award which in effect grants either party that which it was unable clearly to secure during past collective bargaining negotiations.

H. An arbitration award shall not be used as a precedent for any subsequent case, but may be cited in support of the parties' position.

I. The arbitrator shall not grant relief that extends beyond the termination date of this Agreement.

J. The arbitrator's decision and award will be in writing and will specifically state the rationale for the decision. Said decision shall be mailed to the Labor Council and the Mayor of the City or his designee, within thirty (30) days from the date the record is closed. When post-hearing briefs from the parties are requested, the

record is not closed until the parties have submitted such briefs.

Section 14.8 Number of Grievances to Be Heard at One Time

The arbitrator shall hear only one grievance at a time unless both parties agree to consolidated two or more grievances.

Section 14.9 Withdrawal of a Dispute

After a dispute on which the arbitrator is empowered to rule hereunder has been referred to him, such dispute may be withdrawn by either party.

Section 14.10 Arbitration Limited to Life of Contract

Disputes may only be submitted to arbitration that arose during the life of the contract.

Section 14.11 Damages

The arbitrator shall have the authority to grant damages and other types of monetary relief.

Section 14.12 Decision Final and Binding

The arbitrator's award shall be final and binding on both parties and may be enforced in any court of competent jurisdiction except as otherwise herein specified.

Section 14.13 Cost of Arbitration

The fees of the arbitrator and the rent, if any, for the hearing room shall be borne equally by the parties. The expenses of any non-employee witnesses shall be borne, if at all, by the party calling them. The fees of a court reporter shall be paid by the party asking for one; however, such fee shall be split equally if both parties desire a reporter or request a copy of the transcript.

Section 14.14 Employees Attending Arbitration Hearing

The grievant, the Labor Council Representative, and employee witnesses, called by either party, who appear at an arbitration hearing during their working hours shall not suffer any loss in pay. Member witnesses, other than the grievant and grievant representative, called by the Labor Council, will be permitted time off, with pay, if such time off is during regularly assigned work hours, provided that the needs of the City, the Department and the safety of the citizenry are not compromised. The Labor Council shall provide to the City a list of member witnesses to be called.

ARTICLE 15
PERSONNEL FILES

Section 15.1 Personnel File

A. Every member shall be allowed to review his personnel file at any reasonable time upon written request. A member may also authorize his attorney to review the personnel file. Such request shall be made to the Chief and review of the file shall be made in the presence of the Chief or designated representative.

B. Any member may copy documents in his file. The City may levy a charge for such copying. Such charge shall bear a reasonable relationship to actual costs.

C. If upon examining his personnel file, any member has reason to believe that there are inaccuracies in documents contained therein, the member may write a memorandum to the Chief explaining the alleged inaccuracy. The Chief shall attach the memorandum to the document in the file and shall note thereon his agreement or disagreement with the memorandum's contents.

D. Any employee's signature on a document shall mean he has seen the document and not that they agree with its content unless it is so stated on the document.

E. Records of discipline shall cease to have force and effect according to the following schedule:

Suspensions	36 months
Written Reprimands	12 months
Oral Reprimands	6 months

Upon request of the employee, outdated records shall be removed from the employee's personnel file and shall be stored in a separate area to await destruction by the proper method as prescribed in the Ohio Revised Code.

F. In any case in which an action of record is disaffirmed through the Grievance Procedure, the member's personnel file shall clearly reflect such disaffirmance.

Section 15.2 Public Review of Records

The following guidelines shall be followed for public requests to review personnel files:

A. The employer will request, but cannot require, that the person requesting the records provide their name and address.

B. Prior to release of information an employee, or if an employee is not available the union representative, will be notified about the request.

C. Prior to release of the public records, the employer may review the personnel file with the Law Director's office to ensure that it contains no confidential matter exempted from release. No information which is not required by law to be disclosed shall be disclosed in response to a public request.

D. The employee may request copies of any documents in his personnel file that were provided to the person reviewing the file.

E. A city employee must remain with the personnel files during the time the files are reviewed so that nothing can be added or removed from the file.

ARTICLE 16
RIGHTS OF EMPLOYEES

Section 16.1 Policy

The City and the Labor Council agree that a clearly written discipline policy will serve to promote fairness and equality in the work place, and will minimize potential misunderstanding among employees in disciplinary matters. Furthermore, the City and the Labor Council agree that the procedures, set forth below, shall be consistently applied in order to effectively and fairly correct unsatisfactory employee behavior.

Section 16.2 Classification of Complaints

A. Administrative: Complaints initiated internally against members of the department.

B. Personnel: Complaints made by the public against members of the department.

Section 16.3 Complaints

A. Complaints - General

(1) It is agreed that citizens will be encouraged to bring forward legitimate complaints regarding misconduct by departmental employees and that such will be received courteously and handled efficiently by all concerned. In addition, both the Labor Council and the City agree that all personnel will assist and cooperate in the processing of citizen complaints consistent with established procedures.

(2) Complaints shall be accepted from any source, whether made in person, by mail or over the telephone, so long as the complaint contains sufficient factual information to warrant an investigation. Complaints from anonymous sources without corroborative evidence after due inquiry shall be deemed unfounded.

(3) Citizens alleging misconduct on the part of a division member will be requested to sign the complaint form.

Section 16.4 Internal Investigation

(A) Procedure - General

(1) Questioning or interviewing of an employee accused of misconduct will be conducted or scheduled at a reasonable time, preferably while the member is on duty.

(2) The length of the interview or interrogation session(s) will be reasonable, with interruptions provided for personal necessities, meals, telephone calls and rest.

(3) Interrogations/interviews will normally be conducted at the Zanesville Safety Center or other appropriate location.

(4) An accused employee who refuses to answer questions or participate in an investigation shall be advised that such conduct if continued will be the basis for a charge of insubordination.

(5) Prior to the commencement of any interrogation-interview of an employee accused of misconduct, said employee shall be advised of the nature of the investigation and the allegations made against him.

(6) Prior to questioning and upon request, an accused employee will be provided a reasonable opportunity to review any documents previously submitted by him that are specifically related and narrowly confined to the circumstances surrounding the allegations made against him.

(7) Prior to an employee being asked questions during an internal noncriminal investigation which may lead to suspension without pay or termination of the employee questioned, that employee shall be informed of his right to have Labor Council representation. The Labor Council representative shall be the union steward for the employee's bargaining unit or the steward's designee. If after a reasonable time (2 hours) to acquire the services of a Labor Council representative, the grievant fails and or neglects to do so, the investigation by the City will proceed without a Labor Council representative.

(a) A bargaining unit member who is called upon to serve as a representative to an accused employee while both are on duty shall be released from the requirements and responsibilities of such duty while he is assisting such employee.

(b) Such representative shall not suffer the loss of any compensation and/or benefits.

(c) Such relief from duty is contingent upon the approval of his immediate supervisor, which will not be unreasonably withheld.

(d) Bargaining unit members who are not on duty and are summoned to act as representatives of accused employees shall be compensated as provided for in the call-in section of the contract.

(e) Off duty bargaining unit members who are summoned to represent an accused employee are not relieved from reporting to their regularly assigned duties, except as specified in this Article.

(8) The Chief of Police, based upon a substantial objective basis to believe that an officer, who is subject to an investigation, may be withholding information relevant to the matter being investigated, may request an officer to submit to a polygraph.

If the officer refused to submit to the polygraph or to cooperate with the operator, an adverse inference may be taken from the refusal. However, the refusal of the officer to submit shall not be the sole basis for disciplinary action either in the initial investigation or any subsequent charge of insubordination based upon the refusal.

The member shall be entitled to a union representative during the pre-interview and post-interview of the polygraph examination. Any such polygraph examination shall only be conducted by a certified operator that is not a member of a law enforcement agency or company located in Muskingum County. No disciplinary action shall be taken by the employer based solely on the results of such tests.

B. Formal Statements (Administrate and Non-Criminal)

(1) Formal Statements other than the initial interview/inquiry, of employees accused of misconduct shall be recorded.

(2) With reasonable notice to the Police Chief (or designee), the accused employee will be provided the opportunity to listen to and/or review the results of such recorded statement and prepare personal notes with respect to such recording.

(3) With reasonable notice, copies of the accused employee's formal recorded statement, either tape recorded or transcribed, if such is made, will be provided to the accused employee if so requested by the affected

employee. Costs incurred with respect to preparation, duplication, copying, etc. shall be absorbed by the employee so requesting.

(4) Under those circumstances in which an attorney from or assigned by the City Law Director's office is a participant in the investigation of an accused employee complaint, said accused employee shall have the right to be accompanied by an attorney of his own choosing. The cost incurred for representation by the personal attorney must be borne by the bargaining unit or the employee so hiring. Acquiring representation by a personal attorney shall not disrupt or cause unreasonable delay of such proceedings.

(5) A bargaining unit member who is the subject of a criminal investigation shall be advised of his constitutional rights as provided by law.

(6) A bargaining unit member who is the subject of a criminal investigation and who chooses, after being so advised of his constitutional rights, to exercise them, will not be charged with insubordination for refusing or declining to answer questions with respect to the alleged criminal conduct.

(7) Evidence obtained as a result of unlawful pressure exerted on the immediate subject of a criminal investigation shall not be admissible in any subsequent criminal proceeding.

(a) A lawful order shall not be construed as unlawful pressure.

C. Miscellaneous Provisions

(1) Complaints lodged against a bargaining unit member, when determined by the Chief of Police (or designee) to be unfounded, shall not be made a part of the employee's personnel file and shall not be used in any subsequent disciplinary procedure.

(2) Compensation for employees participating in a disciplinary investigation during their off-time shall be as specified in the call-in section of this contract.

Section 16.5 Disciplinary Procedure

A. No employee shall be disciplined except for just cause. Warnings or reprimands that do not involve a reduction in pay or position, suspension or discharge are not appealable to the Arbitration Procedure.

B. The principles of progressive disciplinary action will be followed with respect to minor offenses. It shall be corrective and applied in a uniform manner. Normal progressive discipline shall consist of an oral warning, written reprimand, short term suspension, and either a long term suspension, demotion or discharge.

C. The City shall take corrective action deemed necessary by the circumstances on a case-by-case basis.

D. The City agrees not to suspend, demote or discharge an employee without first conducting a hearing. This hearing is to be held between the City, the employee and a Labor Council representative if the employee so desires. Hearings where practical shall be conducted at hours reasonable related to the employee's shift, preferable during his work hours.

E. The City agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

F. In cases where a suspension of thirty (30) days or less has been imposed on a bargaining unit employee, the Employer may offer the employee the option to forfeit accrued leave time (vacation or compensatory time). The forfeiture shall be one (1) hour of leave for each hour of proposed suspension. The type of leave shall be the employee's choice. The forfeiture of leave shall constitute corrective action of record and shall be placed in the employee's personnel file. The forfeiture of leave shall constitute the final resolution of the departmental charges. Once accepted by the employee, forfeiture of leave is not subject to appeal.

G. The City shall not initiate the public disclosure of any disciplinary action taken or proposed against any employee unless and until criminal charges have also been filed.

H. In disciplinary matters involving the imposition of a specified time period of suspension, the effective date for the commencement of the time limits that govern the appeal of that suspension shall be as specified in Section 124.34 of the Ohio Revised Code and the City of Zanesville Civil Service Commission Rule IX or the provisions of this Agreement whichever is applicable.

I. An appeal of an imposed suspension shall act as a stay of that suspension until such time as a decision is rendered with respect to the appeal.

J. Actions contrary to the procedures detailed herein shall be subject to the grievance procedure, unless the employee chooses to appeal to Civil Service.

K. The City shall have forty-five (45) days from the discovery of alleged action, incident, or occurrence to complete its investigation and to file charges for disciplinary action against an employee. In the case of traffic accidents, the City shall have sixty (60) days. In instances where the investigation cannot be completed within the time limits stated above, an additional fifteen (15) day period may be granted by mutual agreement of the City and the affected employee or Labor Council Representative, except that in no case shall the City have more than sixty (60) days to investigate and file charges. The Labor Council and its

members agree to assist in the expediting of investigations of alleged actions, incidents and occurrences.

ARTICLE 17
DRUG/ALCOHOL TESTING

Section 17.1 Employees Tested

Drug/alcohol testing may be conducted on employees at random, post-incident or reasonable suspicion.

For random testing, the City shall contract with a laboratory meeting the requirements of Section 17.2. Random tests will be conducted no more than four times per calendar year.

A bargaining unit employee may of his own volition, even if not ordered to do so, undergo a drug and/or alcohol screening test if he is involved in an on duty incident or accident involving bodily injury, extensive property damage or death. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

Section 17.2 Test Requirements

All drug screening tests shall be conducted by medical laboratories meeting the standards of the National Institute of Drug Abuse and the National Institutes of Health. No test shall be considered positive until it has been confirmed by a gas Chromatography/Mass Spectrometry full scan test or its equivalent. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article.

Section 17.3 Alcohol Tests

Alcohol testing shall be done in the same manner as to detect drivers operating a motor vehicle under the influence. A positive result of a blood alcohol concentration of .03% or above shall entitle the Employer to proceed with sanctions as set forth in this Article.

Section 17.4 Test Results

A. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.

B. The Employer may suspend the employee without loss of pay before the time the confirmatory test results are complete. If the screening test and confirmatory test are positive, the Employer may discipline the employee. The use of illegal substances, on or off duty, will ordinarily result in termination. The improper use of prescription drugs and/or alcohol may result in a lesser discipline, depending upon the relevant circumstances.

Section 17.5 Confirmatory Tests

1. If a drug screening test is positive, a confirmatory test shall be conducted utilizing the fluid from no more than two of the three containers collected in the manner prescribed above.

2. In the event the second test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this Article.

3. In the event that the second test contradicts the result of the first test, the Employer may request a third test in accordance with the procedures prescribed above. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

Section 17.6 Laboratories

A list of two (2) testing laboratories shall be maintained by the Employer. These laboratories shall conduct any testing directed by the Employer.

Section 17.7 Rehabilitation

If the testing required above has produced a positive result, the Employer may take disciplinary action and/or require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave, and personal leave days for a period of the rehabilitation or detoxification program.

If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to his former position. Such employee may be subject to periodic retesting upon his return to his position for a period of one (1) year from the date of his return to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay for a period not to exceed ninety (90) days.

Section 17.8 Discipline

If the employee refuses to undergo rehabilitation or detoxification, or if he tests positive during a retesting within one (1) year after his return to work from such a program, the employee shall be subject to disciplinary action up to and including termination of his employment.

Section 17.9 Testing Cost

Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

Section 17.10 Confidentiality

All tests results and actions taken under or pursuant to this Article shall be kept confidential in accordance with and subject to state and federal law.

ARTICLE 18
ORDINANCES, RULES AND REGULATIONS

Section 18.1 Ordinances

The City agrees, upon request, to furnish the Labor Council with a copy of any ordinance pertaining to the Department which is pending before the City Council.

Section 18.2 Rules and Regulations

The City agrees that Rules and Regulations of the Department shall be furnished to all members of the bargaining unit in written form.

To the extent possible the City agrees that amendments to the Rules and Regulations shall be provided to the Labor Council in advance of their implementation. The Labor Council or any member of the bargaining unit may request a meeting of the Labor - Management Committee to seek clarification or to present alternative viewpoints with respect to such amendments.

The Rules and Regulations shall be applied and interpreted consistently by the City and may not violate any provision of this Agreement.

Nothing herein shall be construed in any manner as a limitation of the City's right to alter its work rules, policies or directives.

ARTICLE 19
REPORTING FOR WORK

Section 19.1 Lateness

A. Police officers are to be punctual at all times.

B. No monetary penalty will be given an employee who reports for work less than six (6) minutes late. For tardiness at or beyond six (6) minutes, the regular procedure of six (6) minutes intervals will apply, i.e. up to twelve (12) minutes, minus 2/10 of an hour; up to eighteen (18) minutes, minus 3/10 of an hour; up to twenty-four (24) minutes, 4/10 of an hour; up to thirty (30) minutes, 5/10 of an hour, etc.

C. Police officers who are late three (3) work days within a 30-day period shall receive a written reprimand.

D. Police officers who are late four (4) work days within a 30-day period shall receive a two-day suspension without pay.

E. Police officers who are late five (5) work days within a 30-day period shall receive a five-day suspension.

F. Patterned use of lateness, even though it may not fall within the parameters outlined, shall result in progressive disciplinary action.

C. Instances of tardiness of less than six (6) minutes shall be considered in determining chronic lateness.

H. In cases where the disciplinary action described above fails to correct an employee's chronic lateness, additional disciplinary action may be taken.

Section 19.2 Termination of Shifts

Each employee will remain on duty within radio contact until the end of the shift unless otherwise directed by a supervisory officer.

Section 19.3 Notice of Absence

A. Any employee who is unable to report for work at his assigned time for any reason shall notify the proper designated authority no sooner than (8) hours before his assigned starting time and no later than one (1) hour before his starting time. Notice of absence may be given through another person only if the employee is physically unable to provide the proper notice. When notice is not provided the employee will not be paid for his time off unless he can furnish compelling evidence that circumstances beyond his control preventing giving proper notice.

An employee who is absent three (3) consecutive work days without notifying the City, or without valid reason, for failure to so notify the City, will be considered to have voluntarily resigned.

B. An employee who is absent from the job without prior notice to the City and/or failure to give the City a legitimate reason for his absence within three (3) days after returning to work shall be subject to the following penalties:

First Offense - Written reprimand
Second Offense - 2 days suspension without pay
Third Offense - 5 days suspension without pay
Fourth Offense - Dismissal

For purposes of computing the number of offenses, each offense will remain in effect for a period of twelve (12) months.

ARTICLE 20
WORKING CONDITIONS

Section 20.1 Protection of Employees Safety and Health

The City will continue to make reasonable provisions for the safety and health of its employees. The Labor Council agrees that it will direct its members to use the protective devices, wearing apparel, and other equipment provided by the City for the protection of employees from injury. The Labor Council also agrees that it will encourage its members to promptly report conditions in the City's facilities that might be dangerous to employees and the public and to do all in their power to make City property and equipment safe, sanitary, and dependable. Any injury or accident, however minor, shall be immediately reported to the Police Chief or his authorized representative.

The City shall pay for testing or other lab work if there is reason to believe that an employee was exposed to a contagious disease on the job. The City shall not be obligated to pay for the aforementioned if coverage is provided by the City's insurance carrier or workers' compensation.

One member of the Supervisor's Bargaining Unit shall be a member of the Safety Committee. This committee will have the responsibility to meet with the Police Chief and discuss matters concerning personnel and safety of equipment.

Section 20.2 Protective Equipment

Protective devices, when provided and required, must be used. Failure to use such devices shall be deemed cause for disciplinary action.

Any employee who removes or impedes the efficiency of a protective device without the prior approval of the Police Chief (or authorized representative) shall be subject to disciplinary action.

Section 20.3 Improper Use and Care of City Property

An employee who willfully or negligently loses or destroys protective equipment, devices, or articles of wearing apparel shall be requested to reimburse the City for the cost of such items. Employees are responsible and liable for the proper use and care of the facilities, supplies and equipment provided by the City.

Section 20.4 Return of City Property

An employee leaving the service of the City, whether through resignation, retirement, layoff, or discharge, is responsible for returning any City property which he may have in his possession, except that a member who honorably retires from active duty with five or more years of continuous service with the department may purchase his/her service weapon at cost less 10% depreciation per year of the life of the weapon. For purpose of this section, City property shall include equipment purchased with uniform allowance and listed by the Labor/Management Committee. Failure to return City property may result in the employee's final check being held until such return is made or deductions may be made for the value of the property.

ARTICLE 21
HOURS OF WORK AND OVERTIME

Section 21.1 Intent

This Article is intended to define the hours of a work day, hours of a work week and to define the basis for the calculation of overtime.

Section 21.2 Work Day and Work Week

A. A work day shall consist of eight (8) hours during a scheduled work shift. Except to accommodate change of shifts or days off, a work week shall consist of five (5) work days followed by two (2) consecutive days off.

B. Should the Chief of Police decide to implement a four-ten schedule, such schedule will consist of four (4) ten-hour days, or eight (8) such days per pay period.

Section 21.3 Overtime

A. All hours worked in excess of forty (40) hours in one (1) week shall be paid at one and one-half (1-1/2) times the employee's regular straight-time hourly rate.

B. For purposes of this section, "hours worked" is defined as hours actually worked plus paid leave time, except that sick leave shall not be counted as "hours worked."

C. For purposes of computing overtime, the work week shall begin Friday at 12:00 A.M. and end the following Thursday at 11:59 P.M.. This workweek shall be used for payroll purposes only and shall not be construed as establishing the actual days of work for any employee or group of employees. For purpose of this subsection, the 11:00 P.M. shift will be treated the same as if the tour of duty had actually started at 12:00 midnight.

D. Overtime work shall include only that work performed by an employee at the direction of the Police Chief (or designee).

E. If an emergency is declared by someone with authority to do so, and a bargaining unit member is ordered to work before or after his normal hours of work, he shall be paid double-time for all such hours. In any other case the employee so ordered to work shall be compensated at the appropriate rate of pay. Except in emergencies, bargaining unit members shall not be required to work more than twelve (12) consecutive hours.

F. Overtime shall be based on 1/10 of an hour increments.

G. Time worked on the first or second consecutive regular days off due to work schedules being changed at the request of the member or trading days off by mutual consent of members, or time worked as a result of changing shifts where there is a continuous twenty-four (24) hours per day operation and/or a continuous seven (7) day per week operation, is not subject to premium rates.

If an individual employee is to be transferred to another shift, he shall be provided with a minimum of seventy-two (72) hours notice except in the case of emergencies, manpower shortages, or by mutual agreement.

Section 21.4 Compensatory Time Bank

An employee, at his option, may elect to accrue compensatory time at the rate of one-and-one-half (1-1/2) hours off for each hour of overtime work, and place such time in a comp-time bank. Once the employee has placed such time in the bank he must give a twenty-four (24) hour advance notice to the Chief of Police for comp time leave, except that such comp time would be permissible with a one (1) hour notice if the supervisor so granting such leave is of the opinion that doing so would not unduly disrupt the operations of the Department. The Employer shall have the sole discretion for granting such leave, but such denial should be for just cause and not mere inconvenience. The maximum accrual of compensatory time shall be 200 hours.

Section 21.5 Pay Out

Upon separation by for any reason, the employee shall be paid for any accumulation of overtime and accrued compensatory time.

ARTICLE 22
WAGES

Section 22.1 Salaries, Wages, and Salary Ranges

A. The salaries, and salary ranges for the position classifications of Sergeants and Lieutenants shall be in accordance with those set forth in Appendix I. Wages for 2012 shall be effective October 5, 2012. Wages for 2013-2014 shall be effective the first day of the first full pay period of January.

Section 22.2 Automatic Pay Increments

A. Wage step increments for 2012 shall be effective October 5, 2012 for those employees eligible for a step increment on January 1, 2012. Wage step increments in 2013-2014 shall be in accordance with the following schedule:

PAY RANGE STEP	LENGTH OF SERVICE
1	Date of promotion
2	First January in rank
3	Second January in rank

B. Pay increases in 2012 shall be effective on October 5, 2012. Pay increases in 2013 and 2014 shall be effective on the first day of the first full pay period in January.

C. Length of service as used in this Article shall mean length of service in rank.

D. Employees promoted in January will be assigned to Step 1. The following January will be considered their first January of service for purposes of determining length of service in Part (A) of this section.

Section 22.3 Longevity Pay

A. The City of Zanesville will grant longevity pay each year to permanent full-time employees covered by this Agreement in accordance with the following schedule:

In the years 2012 and 2013:

YEARS OF SERVICE AS OF SEPTEMBER 30	LONGEVITY PAY
5	1% of Previous Annual Payroll Earnings
9	2% of Previous Annual Payroll Earnings
13	3% of Previous Annual Payroll Earnings
16	4% of Previous Annual Payroll Earnings

In the year 2014:

YEARS OF SERVICE AS OF SEPTEMBER 30	LONGEVITY PAY
5	2% of Previous Annual Payroll Earnings
9	3% of Previous Annual Payroll Earnings
13	4% of Previous Annual Payroll Earnings
16	5% of Previous Annual Payroll Earnings

B. Payment is to be calculated on the previous annual payroll earnings.

C. September 30 of each year in which the payment is to be made shall be used in calculating years of service for longevity pay.

D. Payment shall be made in a lump sum during October of each year and shall be separate from the employee's regular paycheck. Longevity pay shall be taxed as if earned over the entire payroll year (26 pay periods).

E. Employees who are on the payroll as of June 30 will be entitled to a prorated share of their longevity pay even though they may terminate prior to October 1. This shall apply to termination under honorable circumstances. The prorated pay shall be based on the number of completed pay periods in the final year of service divided by twenty-six (26) and multiplied by the longevity pay due for the entire year.

Section 22.4 Call-In Pay/Court Pay

A. Call-in pay shall be provided when an employee is required to report for work or to report for scheduled or ordered court appearances at times other than his regular shift or hours of work regardless of whether or not work is available or the court case is actually conducted.

B. An employee called in under Section A shall receive three (3) hours pay at his base rate (straight time) or pay for time actually worked at the applicable rate whichever is greater.

C. Call-in pay shall not be provided for: (l) work extending beyond the end of an employee's scheduled shift; (2) work before and continuing into his scheduled shift; (3) situations in which employees are summoned back to work to correct errors or incomplete task during his assigned duty hours.

D. Employees who fall under Section C only shall be paid at the applicable hourly rate, except that for scheduled training periods and scheduled department meetings employees shall receive one (1) hour's pay at his base rate (straight time) or pay for time actually worked at the applicable rate, whichever is greater.

E. "Scheduled" as listed in Section C only shall mean a minimum of 48 hours notice.

F. An employee may, at his option, receive compensatory time off in lieu of pay for call-in or court appearances.

G. Call-in time for which payment is rendered shall not be used for computing the forty (40) hour work week for premium pay. Any time actually worked under each call-in that exceeds 2 hours shall be used in computing the forty (40) hour week for premium pay. Hours worked as defined in Section 2.3(B) shall be used to compute the forty (40) hours work week for premium pay.

Section 22.5 Pension Pick Up

The City shall pay ("pick-up") that portion of the employees' contribution to the Ohio Police and Fire Pension Fund equal to 6% of the employees' earnings in 2012 and 3% of the employee's earnings in 2013. The reduction of the pension pick-up will begin in 2012 with the pay period commencing October 5, 2012 and in 2013 the first full pay period in January. Beginning the first full pay period in 2014 the City shall no longer assume or pick up any of the employee's share of pension contribution. The Employer shall adjust the wages of the employees by providing the employees a supplemental increase of 2.41% in 2012, 2.41% in 2013, and 2.41% in 2014, in exchange for the pension pick-up reduction of 3% in 2012, 3% in 2013, and 3% in 2014.

Section 22.6 Temporary Transfer Compensation

Employees required to work and substantially perform the job duties in a higher classification on a temporary basis for a minimum of four (4) hours or more shall be paid at the minimum entry rate of the higher classification. The absence of a Captain or Lieutenant from his assigned shift will not automatically result in the temporary upgrade of a Lieutenant or Sergeant on that shift.

ARTICLE 23
VACATION

Section 23.1 Accrual of Vacation

A. Permanent full-time employees covered by this Agreement shall accumulate vacation leave with pay at the rate of 9.54 hours per pay period.

B. Each employee shall be required to take vacation during each year except that upon written approval of the Mayor, vacation may be accumulated up to the maximum time which is accruable in a two-year period. Under no circumstances will an employee be allowed to take vacation in advance.

Section 23.2 Vacation Preference

A. All vacations shall be taken with the prior approval of the Police Chief. Whenever possible, vacation preference will be based on seniority within rank and assignment. Vacation shall be scheduled so as to meet the operating requirements of the City and the preference of the employees. Denial of vacation leave shall be for just cause and not mere inconvenience.

B. Annual vacation is defined as any vacation scheduled during the scheduling rotation described in this section. Beginning February 1st of each year annual vacations of up to four (4) consecutive weeks may be requested and shall be by seniority within each rank and by assignment. Once each covered employee has the opportunity to choose a vacation the vacation list shall be rotated in the same manner two (2) more times. Each employee may choose a maximum of two (2) additional weeks during each rotation. A maximum of six (6) weeks vacation may be requested in the three sign-up rotations. Annual vacations shall be scheduled by March 31 of each year. No more than three (3) separate blocks of time may be used as annual vacation. After March 31, there shall be no bumping of scheduled vacations. The vacation period for scheduling will be from April 1 to March 31 of the next year. Requested time off for other than annual vacations shall be submitted no sooner than 30 days prior to the day requested and will be on a first come, first serve basis. Except in emergencies once a request is granted, it shall not subsequently be denied.

Section 23.3 Other Considerations

A. An employee requesting vacation time use must give a 24 hour advance notice to the Chief of Police except that vacation usage would be permissible with a one (1) hour notice if the supervisor so granting such leave is of the opinion that doing so would not unduly disrupt the operations of the Police Department. The Employer shall have the sole discretion for granting such leave, but denial should be for a valid reason and not mere inconvenience.

B. Vacation time may be charged out in one (1) hour increments.

C. Vacation hours shall be compensated at the employee's current base pay rate.

D. Bargaining unit employees may take up to four (4) days of vacation per year, excluding their annual vacation, when another supervisor is not on duty. This section shall not apply to a supervisor who is assigned to a shift where no other supervisor is assigned to the same shift or duties.

Section 23.4 Employees Not on the Active Payroll

Employees not on the active payroll are not entitled to accrue vacation leave unless such absence is caused by an injury sustained while acting in their capacity as a Bargaining unit employee.

Section 23.5 Court Interruption of Vacation

In the event an employee finds his annually scheduled vacation interrupted by scheduled court appearances, management will compensate with a minimum of five (5) hours compensatory time or a minimum of five (5) hours regular pay. The term annually scheduled vacation is defined in Section 23.2 (B) above.

Section 23.6 Vacation Pay-Out

Upon separation, an employee shall be paid for his unused accumulation of vacation leave up to a maximum time which is accruable in a one-year period. Upon retirement, after 19 years of service, an employee may cash in such unused accumulation of vacation up to a maximum of time accrued in a two-year period.

Section 23.7 Personal Day

Employees shall be granted three (3) personal days with pay per year. Personal days may not be carried over into the next year. Personal days shall be scheduled in accordance with Section 3 above.

Section 23.8 Work on a Holiday

In recognition that bargaining unit employees are required to work on national holidays, the vacation schedule specified in part (A) of this section includes vacation accrual at an accelerated rate as compensation. In addition, employees required to work on certain national holidays shall be paid at one and a half their normal rate of pay. Additionally, any employee who is held over to work on another shift on a holiday shall be paid two times their normal rate of pay for the second shift. The following holidays shall apply: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day, and any other Holiday/s declared by the

President of the United States, by the Governor of the State of Ohio or by the Mayor or Council of the City of Zanesville.

ARTICLE 24
INSURANCE SCHEDULE

Section 24.1 Insurance

(A) The City of Zanesville shall provide a health plan for the employee and qualified dependents.

(B) Effective January 1, 2013, if the spouse of a City employee is employed and is eligible for employer-sponsored health coverage with said employer, he or she must enroll in that particular health plan. If the spouse cannot obtain coverage through his or her employer until a certain date or open enrollment period, the spouse will be covered under the City's plan until he or she can obtain coverage through his or her employer. The spouse must provide documentation to the City that he or she is not eligible for coverage. Employees whose spouse has health insurance coverage through an employer are eligible for up to a $1,200 reimbursement or an amount in reduced insurance premium payroll deduction up to the $1,200 reimbursement to offset the cost increase to the employee. If an employee's spouse would be required to pay more than 50% of the insurance premium through their employer, he or she would be allowed to remain on the City's plan. Spouses may also remain on the City's plan under secondary coverage.

Section 24.2 Content of Insurance Plan

A. The City of Zanesville may periodically change the content of the insurance plan after consultation with representatives of the affected bargaining units.

B. The City shall establish an employees health care committee comprised of the Budget and Finance Director and one representative each from the four City unions and one unaffiliated representative. (In addition there will be one (1) member from the supervisor's unit on this committee chosen by the members).When necessary or desirable, this committee shall explore alternate health care plans, cost saving measures, and proposed changes to current coverage before changes are proposed pursuant to paragraph (A) of this section.

C. Employee cost sharing under the basic medical and major medical sections of the health plan shall be as follows:

1. For the years 2012 and 2013, the employee payroll deduction for health coverage shall not exceed 7 ½ % of the fully funded rates provided to the City by the plan's third party administrator at the annual plan renewal. For 2012 the deduction each pay period shall be $22.45 for single

coverage and $52.70 for family coverage, which shall be effective October 5, 2012. The annual increase/adjustment in 2013 may not exceed 10% of the previous year's deduction. For the year 2014, the payroll deduction for health coverage shall not exceed 10% of the fully funded rates nor what the 2013 payroll deduction would have been if the agreed to percentage of funding rates had been 10% in 2013. Deductions in 2013 and 2014 shall be effective the first day of the first full pay period in January.

2. The annual in-network deductible shall be $200 per individual and $500 per family. The annual out-of-network deductible shall be $400 per individual and $1,000 per family.

3. The in-network co-insurance shall be 90%. The out-of-network co-insurance shall be 70%. If in-network options are not available, the out-of-network co-insurance shall be 90%.

4. The annual in-network out-of-pocket maximum shall be $800 per individual, including deductible. The annual in-network out-of-pocket maximum shall be $2,000 per family, including deductible. The annual out-of-network out-of-pocket maximum shall be $1,600 per individual, including deductible. The annual out-of-network out-of-pocket maximum shall be $4,000 per family, including deductible.

D. Co-pays under the prescription plan shall be determined as follows:

	2012	2013	2014
Retail:	Tier 1 = $5 Tier 2 = $20 Tier 3 = 20% of claim	Tier 1 = $5 Tier 2 = $25 Tier 3 = 25% of claim	Tier 1 = $5 Tier 2 = $30 Tier 3 = 30% of claim
Mail Order:	Tier 1 = $10 Tier 2 = $40 Tier 3 = 20% of claim	Tier 1 = $10 Tier 2 = $50 Tier 3 = 25% of claim	Tier 1 = $10 Tier 2 = $60 Tier 3 = 30 % of claim

The Tier 2 co-pay shall be used for a Tier 3 drug that has no Tier 1 or Tier 2 equivalent. Tier 3 drugs are capped at $100 per prescription.

E. The payroll deduction for employees choosing only dental and/or vision coverage shall be $3.00 for dental, $1.50 for vision or $4.50 for dental and vision per pay period.

Section 24.3 Changes in Insurance Status

Employees must report any family, marital, or Medicare status changes, which affect their health insurance coverage, to the City Auditor immediately following such a change. An employee failing to do so is liable for back payments to the City for additional premiums paid by the City on the employee's behalf.

Section 24.4 Paid Insurance While on Workers' Compensation

While an officer is on workers compensation as a direct result of his employment with the City, the City of Zanesville agrees to continue paying his insurance premiums for up to one year, provided that the employee continues paying his or her share of the insurance cost established in Section 24.2.

Section 24.5 Life Insurance Clause

The City will provide a life insurance policy of thirty thousand dollars ($30,000). It is the employee's responsibility to notify the City of a change in the policy's beneficiary.

Section 24.6 Insurance Grievances

A grievance alleging violation of the terms of this Article shall proceed immediately to Step 3 in the grievance procedure pursuant to Section 13.15. While decisions made by the City's insurance provider while processing claims in accordance with the City's health plan are not grievable, issues involving whether or not the City changed its plan in violation of this Article are grievable.

ARTICLE 25
CLOTHING ALLOWANCE

Section 25.1 Amount of Allowance

Each year employees shall receive a uniform maintenance allowance, to be paid and taxed semiannually by check to each employee. In 2009 the annual uniform maintenance allowance shall be nine hundred and fifty dollars ($950). In 2010 and 2011 the annual uniform maintenance allowance shall be one thousand dollars ($1,000). Upon promotion from Sergeant to Lieutenant, an employee shall receive a one-time stipend of one hundred dollars ($100.00) in uniform maintenance allowance. Any new clothing changes required by the Chief, independent of the uniform committee recommendation, shall be provided by the City at no cost to the employee.

ARTICLE 26
SICK LEAVE

Section 26.1 Accumulation of Sick Leave

Each employee shall accumulate sick leave with pay at the rate of 4.6 hours for each eighty (80) hours in paid status except that the maximum accrual of sick leave shall not exceed 4.6 hours per period. Accumulation of sick leave shall be unlimited.

Section 26.2 Uses of Sick Leave

A. An employee may use sick leave:

(1) in case of his own illness or exposure to contagious disease;
(2) injury (on duty injuries after injury leave is used up);
(3) for attendance to members of his household whose illness or injury requires the care of the employee.
(4) In the event of death in the employee's immediate family, a maximum of five days of bereavement leave may be used for this purpose. Bereavement leave will not be taken from sick leave. In certain circumstances the Police Chief may authorize more than five (5) days of bereavement leave, except that only one occurrence of bereavement leave shall be granted per year. Sick leave will be used for additional occurrences.

B. As used in this section, the term "household" shall mean two or more persons living together in a single dwelling unit and the term, "immediate family" shall mean husband, wife, child, stepchild, parent, stepparent, grandparent, mother-in-law, father-in-law, brother or sister of the employee, and shall also mean grandparents, brother or sister of the employee's spouse.

C. All sick leave shall be charged in multiples of one (1) hour.

Section 26.3 Request for Sick Leave Pay

Employees who are absent must request sick leave pay in writing upon returning to work. In the written request, the employee must state his reason for being absent. A doctor's certificate shall be furnished stating the nature of the illness and the period of confinement after the employee is absent for more than three (3) work days. The Police Chief may require an employee to furnish a doctor' s certificate for a lesser absence if there is reason to believe that the use of sick leave is being abused.

Section 26.4 Minimum Service for Sick Leaves

There shall be no minimum service required prior to using sick leave. An employee may use sick leave as soon as sick leave hours are accrued.

Section 26.5 Sick Leave Paid at Base Rate

Pay for sick leave shall be at the employee's current base rate of pay.

Section 26.6 Unpaid Leave

When an employee receives his last check for sickness or non-duty disability, he will be placed on leave without pay for a period not to exceed six months. If at the end of that time, said employee is still unable to return to work, his employment shall be terminated.

Section 26.7 Outside Employment While on Sick Leave

An employee who is self-employed or works for another Employer while on sick leave within sixteen (16) hours after the start of their shift, shall be subject to disciplinary action including dismissal. However, if the reasons for the sick leave usage are due to an injury, and the employee is capable of performing limited or light duty assignments for the employer, the employee may perform other outside work under the same restrictions.

Section 26.8 Abuse of Sick Leave

Both parties are in agreement that after a proper investigation is conducted and the facts established, that an employee did, in fact, abuse sick leave, disciplinary action should be taken against such employee. An employee found to be abusing the sick leave privilege by falsifying information, malingering or otherwise violating any provision in this section will be subject to disciplinary action including dismissal. Abuse of sick leave shall also include overuse.

Section 26.9 Sick Leave Reciprocity

Each full-time employee with more than one (1) year of service who works a forty (40) hour work schedule shall have the option of receiving payment in cash for unused sick leave hours at the end of each payroll year, provided such employee was entitled to sick leave benefits during said payroll year and provided further that the employee was in paid status, based on the following calculation table.

Sick Leave Used During Payroll Year (Hours)	Sick Leave Reciprocity Cash Payment (Hours)
0 - 84	8
9 - 16	32
17 - 24	24
25 - 32	16
33 or more	0

Each eligible full-time employee may elect to receive the Sick Leave Reciprocity Cash Payment or they may retain their accrued sick leave hours. The number of reciprocity hours paid each employee will be subtracted from their total accrued sick leave. The remainder of the employee's unused sick leave shall be carried forward each year. The payment shall be made at

the employee's base hourly rate. Payment shall be rendered during the first week of each year, and shall be separate from regular payroll.

Section 26.10 Termination of Employment Pay-Out

A. No payment shall be made for accumulated sick leave at the time of termination of employment except that a permanent employee with ten (10) or more years of service may elect at the time of retirement to be paid in cash for one-third of the value of his accrued but unused sick leave credit. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. The maximum payment shall be 500 hours.

B. In the event an employee dies or is permanently disabled: (l) the ten (10) year service requirement shall be waived, and (2) in the case of death, payment shall be made to the estate of the deceased.

ARTICLE 27
INJURY LEAVE

Section 27.1 Injury Leave

A. Seven (7) consecutive eight hour days of injury leave for each new injury (limit of three (3) such leaves per year) will be allowed with pay if an employee is injured while working in the capacity of a police officer for the City of Zanesville. Injury leave days do not accumulate year after year. The employee must make written request for injury leave and provide a doctor's certificate stating the nature of the injury. However, serious injuries that are a result of bona fide police work (i.e. assault from an aggressor or traffic accident) shall be eligible for up to twenty-four (24) weeks of special injury leave. Injury leave is fully paid by the Employer and is in lieu of Workers' Compensation. An employee who applies for special injury leave will apply to BWC for medical benefits only, and not lost income benefits.

B. In order to reduce its workers' compensation premium, the City may institute a wage continuation policy for employees on workers' compensation in addition to the injury leave provided herein. The City acknowledges that any new policy affecting wages, hours and terms and conditions of employment requires a memorandum of understanding with the Union.

ARTICLE 28
TRAINING AND EDUCATION

Section 28.1 Department Related Training

Employees attending approved training sessions will be reimbursed for meals and other expenses, when authorized. Employees who use their private vehicle to attend approved training sessions will be reimbursed for travel mileage, when authorized. Reimbursements at the current rates established by City Council. Approved training and education related to the Police Department's activities shall be paid for by the City of Zanesville. Police officers will be required to take appropriate police-related training or retraining as deemed appropriate by the Police Chief.

Section 28.2 Reimbursement Program

The City shall share tuition reimbursement expenses with employees interested in attaining a higher level of technical or general competence through advanced education in such courses as may be determined by the Chief Executive Officer, upon prior approval, to relate to the employee's job with the City.

Section 28.3 Reimbursement Amount

The City's share of the tuition cost of any approved course shall be based on the passing grade as indicated by the following scale:

GRADE	PERCENT OF REIMBURSEMENT
A	90
B	80
C	65

Section 28.4 – Maximum Reimbursement Amounts

The maximum annual tuition reimbursement for all of the members of the bargaining unit shall be a total of ten thousand dollars ($10,000). The maximum annual tuition reimbursement for any individual bargaining unit member shall be three thousand dollars ($3,000).

Section 28.5 – Repayment of Education Reimbursement Monies

Employees who resign from employment, for reasons other than a disability retirement, within three (3) years after the receipt of any tuition reimbursement received from the City after June 1, 2012, shall repay such reimbursement to the City.

ARTICLE 29
FAMILY AND MEDICAL LEAVE

Section 29.1

Pursuant to the Family and Medical Leave Act of 1993, FMLA leave may be granted to an employee who has been employed for at least twelve (12) months by the City and who has provided at least 1,250 hours of service during the twelve (12) months before the leave is requested. The leave may be granted up to a total of twelve (12) weeks during any twelve (12) month period for the following reasons:

1. Because of the birth of a child or placement for adoption or foster care of a child;

2. In order to care for the spouse, son, daughter, parent, or one who stood in place of a parent of the employee, if such spouse, son, daughter, parent, or "in loco parentis" has a serious health condition;

3. Because of a serious health condition that makes the employee unable to perform his employment functions.

Section 29.2

The employee must provide the Employer with thirty (30) days advance notice of the leave, or such notice as is practicable, if thirty (30) days notice is not possible. The employee must provide the Employer with certification of the condition from a health care provider. The Employer, at Employer expense, may require a second opinion on the validity of the certification.

Should a conflict arise between health care providers, a third and binding opinion, at Employer expense will be sought. An employee seeking FMLA leave must first use paid sick time (if applicable), vacation and holidays before going on unpaid leave. The total amount of family leave paid and unpaid will not exceed a total of twelve (12) weeks. In any case in which a husband and wife entitled to family leave are both employed by the Employer, the aggregate number of workweeks of leave to which both may be entitled may be limited to twelve (12) weeks during any twelve (12) month period if such leave is taken because of the birth of a child or placement for adoption or foster care of a child. The employee will be responsible for his share of the health insurance cost during the unpaid leave. If the employee does not return from the leave, he is responsible for the total insurance premium paid by the City. The City may, at its sole discretion, waive the repayment of insurance premiums.

It is intended that this Article comply with the Family and Medical Leave Act of 1993 and the Employer may promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with this agreement.

ARTICLE 30
FILLING OF POSITIONS

A. The parties agree that all appointments to positions covered by this Agreement from eligible lists shall be filled in accordance with this section. This section specifically covers appointments to the rank of lieutenant and captain. All other positions other than those specified by this section shall be filled by Employer with the procedure the Employer determines. Promotions shall be administered through the Zanesville Civil Service Commission Office.

B. Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy shall be posted on the bulletin board for fourteen (14) calendar days. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Civil Service Commission. The Civil Service Commission shall not be obligated to consider any applications submitted after the posting period or received from applicants who do not meet the minimum qualifications for the job. Employees may submit a bid on behalf of other employees in their absence.

C. Nothing in this section shall be construed to limit or prevent the Employer from temporarily filling a vacant position with the most senior member of the next lower rank, pending the Employer's determination to fill the vacancy on a permanent basis. Such temporary assignments shall not exceed one hundred eighty (180) days. Temporary assignments will not be used to fill a vacant position if an eligibility list exists.

D. All timely filed applications shall be reviewed by the Civil Service Commission. No employee shall be eligible to take the promotional exam until he has a minimum of three (3) years' experience as a full-time commissioned law enforcement officer and a minimum of two (2) years with the department. All applicants must have completed their probationary period and be currently serving in the next lower rank in order to be eligible for promotional examinations.

E. The Civil Service Commission may use, for promotional examinations, a validated assessment center and written examinations. Job validity shall be established for all such tests for the position being tested. The Civil Service Commission shall use a written promotional examination for the position of Police Sergeant. The written exam shall be from the following references: the Ohio Revised Code (Traffic and Criminal sections), Codified Ordinances of the City of Zanesville (Traffic and Criminal sections), Patrol labor contract, and the Zanesville Police Department Rules and Regulations.

F. For the written exam, each candidate will receive an individual notice of score. There shall be a five calendar day appeal period to appeal questions and grades. The appeal must be filed with the provider. Those candidates passing the written examination will be scheduled for the assessment process.

G. The assessment process shall be administered by a validated assessment provider agreed upon by the parties. The assessment process shall consist of three assessors, one of whom shall be appointed by the Labor Council, one by the City, and shall be headed by a person provided by the provider. The Labor Council appointed and City appointed assessors shall be persons who are neutral, not City residents, and who are not associated or affiliated with the City and shall be subject to approval by the provider. The Labor Council and the City will be responsible for the qualifications of the assessors they appoint. The provider will be responsible to indicate the qualifications necessary to be an assessor.

H. The promotional examination procedure shall also consider performance and seniority in the lower classification. For promotions to Captain, the values or weights given each portion of the examination shall be 50% for the written exam and 50% for the assessment process. For promotions to Lieutenant, the values or weights given each portion of the examination shall be 60% for the written exam and 40% for the assessment process. The provider shall inform the Labor Council, the City, and all eligible candidates of the criteria and the relative weight given each portion of the examination. Either the City or the Labor Council may request discussions with the provider regarding the weights and values assigned each of the portions of the examination. The credit for seniority will be according to the scale in Rule IV, (4), Seniority of the City of Zanesville Civil Service Rules and Regulations Updated July 1998.

I. Following application of the scoring procedures described in Part (H) herein, the provider will make available to the City, the Labor Council and the candidates an eligibility list of all persons who passed the examination process and ranking them in order from the highest to lowest. There shall be a five calendar day appeal period of the eligibility list. The appeal must be filed with the provider. The City shall appoint the highest-listed person to the vacant position. Should that person refuse or be no longer eligible (through retirement, disability, etc.), the next highest shall be appointed, and so on. The list is good for twenty-four (24) months from the date of the final posted list.

J. An employee who, without good cause, fails to appear for a scheduled exam shall reimburse the City for the cost of the exam. If the employee fails to do so within two weeks, the City may deduct the amount owed from the employee's pay.

ARTICLE 31
MISCELLANEOUS ECONOMIC

Section 31.1 Expense Reimbursement

With prior approval the City shall reimburse employees for all job related expenses, including meals, while working on required special assignments. The employees must submit necessary receipts along with the request for payment.

Section 31.2 Copies of Agreement

The Labor Council shall furnish each employee in the bargaining unit a copy of the Agreement within thirty (30) days of the signing date of the Agreement.

Section 31.3 Fitness Center

The City will contribute one-hundred dollars ($100.00) per participating employee each calendar year towards memberships in a mutually agreed fitness center. The following is the procedure for obtaining this benefit:

1. Annually, beginning the first week of January, a notice will be placed on the FOP/OLC Bulletin Board and the "pass around" to remind employees it is time for the annual sign up.
2. Employees will personally go to the health club establishment and sign up. The employee will advise the health club that the City of Zanesville will pay $100.00 toward annual membership.
3. The health club or employee will be responsible for having an invoice into the Zanesville Finance Director's Office by February 10.
4. Payment will normally be made to the "health club" by the City after the February 10 deadline.

Section 31.4 City Legislation

The City agrees that it will adopt the necessary ordinances to confirm and authorize the negotiated items in this Agreement.

ARTICLE 32
WAIVER IN CASE OF EMERGENCY

Section 32.1

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Muskingum County Sheriff, the Mayor of Zanesville, or any other authorized governmental official, for acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

A. Time Limits for the processing of grievances; and

B. Selected work rules and/or agreements and practices relating to the assignment of employees.

Section 32.2

Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of the Agreement and shall proceed from the point in the grievance procedure to which they, the grievance(s), had properly progressed prior to the emergency.

ARTICLE 33
MID-TERM BARGAINING

SECTION 33.1 – BARGAINING

A. Except where immediate action is required due to (1) exigent circumstances that were unforeseen at the time of negotiations or (2) legislative action taken by a higher level legislative body after the agreement became effective and requires a change to conform to the statute, if the Employer finds it necessary to implement a change during the term of this contract to a mandatory subject of bargaining, and such change is not specifically addressed in this contract, the Employer shall notify the OLC of the proposed change. The OLC may, within 10 calendar days of such notice, submit a written demand to bargain the mandatory subject, in which case the parties shall meet within 10 days of the OLC's demand.

B. If the Employer takes immediate action due to "exigent circumstances" or "legislative action" as noted in section (a) above, this article does not limit the OLC's rights before the State Employment Relations Board.

SECTION 33.2 – MEDIATION

A. If the parties have not reached agreement within 30 days of the OLC's demand to bargain, the parties will engage in mediation until resolution is reached or impasse is declared by either party. The mediator shall be assigned by the State Employment Relations Board.

SECTION 33.3 – ARBITRATION

A. If the parties have not reached agreement after mediation pursuant to Section 34.2 above, the parties shall submit the disputed issue(s) to arbitration. Arbitration will be held under the regulations in ORC Chapter 4117 and rules promulgated by the State Employment Relations Board for conciliation, except as modified herein.

B. Within 30 days of receipt of the arbitrator's decision, the Employer shall either: (1) implement the modifications in the conditions of employment in accordance with the arbitrator's decision, or (2) abandon the proposed changes in the conditions of employment and maintain the status quo.

C. The cost of arbitration shall be paid equally by the parties, except each party shall be responsible for its own attorney's and/or consultant's fees.

SECTION 33.4 – EMPLOYER MAY ABANDON PROPOSED CHANGES

A. The Employer may abandon the proposed changes in the conditions of employment at any time during the process described herein and maintain the status quo.

ARTICLE 34
DURATION

The effective date of this Agreement shall be January 1, 2012. This Agreement shall remain in effect through December 31, 2014, and shall continue thereafter in effect for successive periods of 12 months, unless either party to this Agreement, on or before 90 calendar days prior to the expiration of such period, notifies the other party in writing of its intention to terminate this Agreement or to amend any terms thereof.

Upon the delivery of such notice, the parties shall meet with respect to a new Agreement, sufficiently in advance of the expiration date so as to enable the parties in their attempts to reach an agreement prior to expiration.

This Agreement constitutes the sole and entire existing written Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have set their hand this 29th day of October, 2012.

FOR THE CITY:

Jeff Hilton, Mayor

Fred Buck, Safety Director

Eric Lambes, Chief of Police

Rhonda Heskett, Budget & Finance Director

Scott Hillis, Law Director

Todd M. Ellsworth, Labor Counsel
Downes Fishel Hass Kim LLP

FOR THE LABOR COUNCIL:

Lieutenant Chris Phipps

~~Lieutenant~~ Sgt. Mark Lenhart

Chuck Choate, Staff Representative

APPENDIX I

PAY RATES FOR SERGEANTS AND LIEUTENANTS

SERGEANTS: Step 1 shall be 10% above highest step Police Officer hourly rate.
Step 2 shall be 12% above highest step Police Officer hourly rate.
Step 3 shall be 15% above highest step Police Officer hourly rate.

LIEUTENANT: The Lieutenant's rate shall be 9% above the highest Sergeant's rate.

APPENDIX II

DRUG TESTING PROCEDURE

1. The City will contract with an approved testing facility.

2. Four times per year, at its choosing, the testing facility will randomly select one name for alcohol testing and one name for drug testing.

3. The testing facility will provide the names of those selected for testing to the Police Chief.

4. The Police Chief will notify the testing facility of the day and times when those employees selected will be transported to the facility for testing.

5. On the day selected for testing, the employees to be tested will be transported to the testing facility for testing.

6. No employee will be called in for testing.

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	} Case No(s):	11-MED-07-0999
EMPLOYEE ORGANIZATION,	}	(Sergeants & Lieutenants)
	}	
and,	}	
	}	
CITY OF ZANESVILLE,	}	
EMPLOYER.	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,

Tara M. Crawford
Paralegal
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

cc: Mr. Todd Ellsworth
tellsworth@downesfishel.com