



11-MED-07-1000
1802-03
K28672
05/01/2012

AGREEMENT BETWEEN

ZANE LODGE #5 FRATERNAL ORDER OF POLICE

AND

THE CITY OF ZANESVILLE, OHIO

(POLICE OFFICERS)

Effective January 1, 2012 through December 31, 2014

Case No. 2011-MED-07-1000

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PREAMBLE

Pursuant to the provisions of Ordinance 69-5 (revised) effective January 27, 1969, enacted by the Council of the City of Zanesville, Ohio. This contract entered into at Zanesville, Ohio, and effective this first day of January, 2012, between the City of Zanesville, Ohio, hereinafter referred to as the "City" and Zane Lodge #5 Fraternal Order of Police, hereinafter referred to as the F.O.P. on behalf of its members employed by the City of Zanesville, Ohio.

Both the City and the F.O.P. agree that the future welfare of both parties is dependent upon the efficient and economical rendering of the public safety services. It is the intent of this Contract to promote harmonious relations and cooperation between the City and its employees so as to maintain uninterrupted operations in the municipal activities and to achieve the highest level of maximum efficiency respecting all operations of the Police Division.

It is the objective of the parties that the obligation of the City for successful provision of public services and the fulfillment of its responsibilities to the employees covered by this Contract be carried on without interference arising from differences between the parties.

Further, it is the intent of the parties hereto to set forth herein their Contract with respect to rates of pay, hours of work, and conditions of employment to be observed by the City, the F.O.P. and the employees covered by this Contract.

ARTICLE 1
RECOGNITION

SECTION 1.1 - EXCLUSIVE BARGAINING AGENT

Having thus qualified according to the terms of Ordinance 69-5 (revised) passed January 27, 1969, the F.O.P. is hereby recognized by the City as the exclusive bargaining agent for permanent City employees of the Police Division occupying the position classification of Police Officer.

SECTION 1.2 - RIGHTS OF INDIVIDUALS

Pursuant to Ordinance 69-5 (revised) 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 affiliation with the F.O.P.

SECTION 1.3 - NO DISCRIMINATION OR COERCION BASED ON AFFILIATION

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

- (B) The F.O.P. shall accept, and make available, the right to join the F.O.P. and also provide representation, if requested, to all employees covered by this Agreement on a nondiscriminatory basis.
- (C) F.O.P. members agree that they shall not allow membership or non-membership in the F.O.P. to affect their on-the-job relationship with their fellow sworn Police Officers.

SECTION 1.4 - 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 contract out work or 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.

SECTION 1.5 - NEW POSITIONS

Should new job classifications be established during the duration of this contract, the determination whether said new positions are part of the bargaining unit defined in this Agreement shall be made under the provisions of the Ohio Revised Code Chapter 4117.

SECTION 1.7 - 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, and 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 2 HOURS OF WORK

SECTION 2.1 - REGULAR HOURS

- (A) The hours of work comprising normal full-time employment shall be five (5) eight (8) hour work days per week.
- (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. Any time worked over ten (10) hours per Shift, or forty (40) hours per week, will be considered as overtime.
- (C) Should the Chief of Police implement the four-ten schedule outlined in (B), it will be implemented during the annual shift change.

SECTION 2.2 - WORK PERIOD AND TOUR OF DUTY

The “work period” shall consist of fourteen (14) calendar days, during that work period, each squad or platoon will work ten (10) 8-hour “tours of duty”, except as provided for in Section 2.1 (B) above.

SECTION 2.3 - OVERTIME

- (A) It shall be the policy of the City to keep to a minimum, work in excess of established work schedules and to permit such excess work only when it is necessary to meet urgent City operating requirements. The Chief shall promulgate rules, which shall be applied uniformly, to reduce unnecessary overtime at the end of the work shift.
- (B) Hours worked in excess of 40 hours per week shall be compensated at time-and-one-half except that 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 such hour of 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 police department. The Employer shall have the sole discretion for granting such leave, but such denial shall be for just cause and not mere inconvenience, meeting the requirements of the Fair Standards Act. For purposes of this section, “hours worked” is defined as hours actually worked plus injury leave, vacation leave, and compensatory time as counting towards overtime. Sick leave shall not count towards hours worked for computing overtime hours except that employees called in outside their regular shift under emergency or unforeseen circumstances shall not suffer loss of overtime pay due to sick leave taken in the same week. The maximum accrual of compensatory time shall be 200 hours.
- (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 work week 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 purposes 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 P.M.
- (D) Upon separation, each employee shall be paid in cash for any accumulation of overtime, and compensatory time, in accordance with the requirements of the Fair Labor Standards Act. In cases of separation by death, the deceased employee’s estate shall be paid in cash for any accumulation of overtime and accrued compensatory time. In cases of separation by retirement or permanent disability as defined by the Police and Fire Disability Pension Fund Standards, the employee shall be paid in cash for any accumulation of overtime and accrued compensatory time.
- (E) Overtime work shall include only that work performed by an employee at the direction of the Police Chief or his authorized representative.

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

SECTION 2.4 - SHIFT CHANGE

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 or by mutual agreement. If the Police Chief decides to make a reassignment for staffing needs, he will first attempt to solicit a volunteer. If no bargaining unit member volunteers, the Police Chief will change the schedule of the qualified bargaining unit member with the least amount of seniority.

SECTION 2.5 - WORKING OUT OF RANK

Any Patrol Officer assigned as “officer in charge” will be paid a supplement for all such time worked. The rate of pay for hours worked out of rank shall be equal to the top rate of pay in the sergeant’s pay range. No employee shall be ordered to serve as “officer in charge” except in an emergency when no other supervisor is available to work.

SECTION 2.6 - ORDERED OVERTIME

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.

SECTION 2.7 - OFF-DUTY WORK

Requests for Police Officers to work off duty that come through the City will be posted for eligible employees to sign up. No auxiliary officer may sign up for off-duty work until a job has been posted for 24 hours. Sign up procedures will be developed at division labor-management meeting(s). Failure by an employee to follow the sign-up procedures shall not be grievable.

ARTICLE 3

NO STRIKE OR WORK INTERRUPTIONS AND NO LOCKOUTS

SECTION 3.1 - NO STRIKES OR LOCKOUT

It is understood and agreed that the services performed by City employees included in this Agreement are essential to the public health, safety, and welfare. The F.O.P., therefore, agrees that there shall be no interruption to the work for any cause whatsoever, nor shall there be any work slowdown, boycott or other interference with these services during the duration of this Agreement. The City agrees that it will not lockout or prevent employees from performing their regularly assigned duties.

SECTION 3.2 - WORK INTERRUPTIONS PROHIBITED

The F.O.P. and the employees further agree that during the life of this Agreement they will not cause, encourage, participate in or support any strike or illegal picketing against the City or any slowdown, boycott or other interruption of or interference with the functions and services of the City. For purposes of this section, illegal picketing is defined as mass picketing or picketing by an employee during his scheduled work hours. Informational picketing, except as otherwise specified above, shall not be considered to be illegal picketing.

SECTION 3.3 - AFFIRMATIVE ACTION

F.O.P. officers and representatives are required to take affirmative action to try to prevent a wildcat strike by their members.

SECTION 3.4 - 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 4
F.O.P. AND F.O.P./O.L.C., INC. DUES

SECTION 4.1 - DUES CHECKOFF AUTHORIZATION

The City, where so authorized and directed by an individual employee in writing upon the "F.O.P. Authorization for Payroll Deduction" form, shall deduct F.O.P. and F.O.P./Ohio Labor Council, Inc. dues each month from the wages of such employee and remit the same monthly to the Treasurer of the F.O.P. subject, however, to the terms and conditions listed below.

SECTION 4.2 - DUES CHECKOFF DEDUCTION

The City shall deduct from the wages earned during the month, the regular current monthly F.O.P. membership dues and Labor Council dues for each employee for whom the F.O.P. and Ohio Labor Council, Inc. furnishes the City a current signed written authorization. The City shall deduct a one-time initiation fee.

SECTION 4.3 - F.O.P. AND OHIO LABOR COUNCIL TO INVOICE THE CITY AUDITOR

The F.O.P. and Ohio Labor Council will provide the City Auditor with a list of names showing the proper amounts to be deducted for each person. Such list shall be arranged alphabetically and shall be certified to the City Auditor in writing over the signature of the Treasurer of the F.O.P. In the event there is a change in such list, the revised list shall be received by the City Auditor on or before the Friday preceding the last day of the pay period if membership dues are to be deducted.

SECTION 4.4 - REMITTANCE OF DUES MONIES

The amounts withheld shall be remitted by check along with a list names setting forth the amount of dues deducted from each member to the Treasurer of the F.O.P. and to the Ohio Labor Council, Inc.

SECTION 4.5 - CHANGE IN AMOUNT OF F.O.P. DUES

Changes in the F.O.P. and Ohio Labor Council membership dues rate will be certified to the City Auditor at least thirty (30) days in advance of the effective date of such change. The City shall have the right to inform its employees of changes in the membership dues rate.

SECTION 4.6 - REFUNDS

The F.O.P. agrees to refund to the City any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

SECTION 4.7 - INDIVIDUAL EMPLOYEES RIGHT TO REVOKE CHECK-OFF AUTHORIZATION

Each employee who has heretofore submitted an “F.O.P. Authorization for Payroll Deduction” form may revoke the same by giving written notice to the City and the F.O.P. within the period beginning December 1 and ending December 31 of any year during the term of this Agreement.

SECTION 4.8 - PREFERENCE OVER F.O.P DUES

It is understood and agreed that deductions for Withholding Tax, Ohio Police and Fire Pension Fund, and court assignments shall have preference over the aforesaid F.O.P dues.

SECTION 4.9 - INDEMNITY CLAUSE

In consideration of the City’s deducting dues under the foregoing arrangement, the F.O.P. and Ohio Labor Council agree that they shall indemnify and save the City harmless against any and all claims, demands, civil suits, or other forms of liability that may arise out of or by reason of any action taken or not taken by the City for the purposes of complying with any of the provisions of this Article or any information furnished to the City by the F.O.P. or any of its duly authorized representatives.

SECTION 4.10 - FAIR SHARE FEE DEDUCTION

All employees of the bargaining unit shall either become dues paying members of the Ohio Labor Council, Inc. or as a condition of continued employment, remit a fair share fee in the amount equivalent to dues deductions in accordance with the provisions of the O.R.C. 4117.09(c). Said amount shall be deducted from the wages of all such non-members on the same basis as the deductions made for dues from members of the Ohio Labor Council, Inc. Nothing in

this Article shall be construed to require any employee to become a member of the F.O.P. or the Ohio Labor Council, Inc.

The F.O.P. and Ohio Labor Council agree to save the City of Zanesville harmless in the event of any legal controversy with regard to the application of this provision.

The City of Zanesville shall not be required to make such deduction from any employee who is a member of and who adheres to established and traditional tenets or teachings of a bona-fide religion Or other type group as defined by Ohio law and who receives a declaration of exemption by the State Employment Relations Board.

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 F.O.P. agrees that it will support the City's efforts to achieve the following objectives:

- (1) Elimination Of waste and inefficiency in the provision of services.
- (2) Improvement of the quality of services rendered.
- (3) Combating Stalling on the job.
- (4) Combating absenteeism.
- (5) Elimination of restrictions on work output.
- (6) Conservation of materials and supplies.
- (7) Prevention Of accidents.
- (8) Improvement of working conditions.
- (9) Installation of labor-saving devices and machinery and technical changes.
- (10) Protection of property and machinery.
- (11) Cleanliness of facilities.
- (12) Incentive pay plans or systems.
- (13) Periodic meetings of Police Division management and the F.O.P. may be held with mutual consent. The F.O.P. shall have the right to make suggestions.

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
PROBATIONARY PERIOD

SECTION 6.1 - LENGTH OF PROBATIONARY PERIOD

All original appointments made pursuant to Section 124 of the Ohio Revised Code shall be for a probationary period of one (1) year from date of hire or six months after graduation from the Police Academy, whichever is longer. All promotional appointments made pursuant to Section 124 of the Ohio Revised Code shall be for a probationary period in accordance with local Civil Service Rules and Regulations. 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 6.2 - RIGHT TO DISCHARGE

The City retains the right to discharge new employees at any time during the original appointment probationary period in accordance with Section 124 of the Ohio Revised Code and the discharge may not be made the subject of a grievance either by the employee or the F.O.P. Any employee who fails to complete the probationary period for a promotion shall be returned to their original or similar position without any loss in the prior pay position.

ARTICLE 7
WAGES

SECTION 7.1 - SALARIES, WAGES, AND SALARY RANGES

- (A) The salaries, wages, and salary ranges for the position classification of Police Officer shall be in accordance with those set forth in Appendix I. Wages for 2012 shall be effective March 23, 2012. Wages for 2013-2014, shall be effective the first day of the first full pay period of January.

SECTION 7.2 - AUTOMATIC PAY INCREMENTS

- (A) Wage step increments for 2012 shall be effective March 23, 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 for employees occupying the position classification of Police Officer:

<u>PAY RANGE STEP</u>	<u>LENGTH OF SERVICE</u>
B	Start of Employment
C	first January in service
D	second January in service
E	third January in service
F	fourth January in service

- (B) Pay increases in 2012 shall be effective on March 23, 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 as a Police Officer.
- (D) Employees hired in January will be assigned to Step B. 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 7.3 - LONGEVITY PAY

- (A) The City of Zanesville will grant longevity pay each year to permanent full-time employees occupying the position classification of Police Officer in accordance with the following schedule:

In the years 2012 and 2013:

<u>YEARS OF SERVICE AS OF SEPTEMBER 30</u>	<u>LONGEVITY PAY</u>
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:

<u>YEARS OF SERVICE AS OF SEPTEMBER 30</u>	<u>LONGEVITY PAY</u>
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 7.4 - 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: (1) 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.
- 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 two (2) hours shall be used in computing the forty (40) hour work 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 7.5 - PENSION PICK UP

The City shall pay and assume ("pick-up") that portion of the employees' contribution to the Ohio Police and Fire Pension Fund equal to 5.67% of the employees' earnings in 2012 and 2.84% of the employee's earnings in 2013. The reduction of the pension pick-up will begin in 2012 with the pay period commencing March 23, 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 2.28% in 2012, 2.28% in 2013, and 2.28% in 2014, in exchange for the pension pick-up reduction of 2.83% in 2012, 2.83% in 2013, and 2.84% in 2014.

SECTION 7.6 - ON-CALL PAY

Employees in the bargaining unit assigned to an on-call status will receive double-time for hours worked when called in outside their regular scheduled hours. (Example: Assigned to on-call status during their days off.) If the employee on “on-call” status and is not called within the pay period (fourteen calendar days), the employee shall receive two (2) hours of compensatory time for each pay period in which the employee was on “on-call” status.

ARTICLE 8
VACATION

SECTION 8.1 - ACCRUAL OF VACATION

- (A) Permanent full-time employees occupying the position classification of Police Officer shall accumulate vacation leave with pay in accordance with the following schedule:

<u>EMPLOYEE’S YEARS OF SERVICE</u>	<u>ACCRUAL OF VACATION PER PAY PERIOD WORKED</u>
0-5	6.16 Hours
After 5	6.923 Hours
After 8	7.7 Hours
After 12	9.23 Hours
After 18	9.54 Hours

- (B) Vacation with pay will not be scheduled during an employee’s first six (6) months of service with the City. 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.
- (C) That upon separation, an employee shall be paid in cash for his unused accumulation of vacation leave with pay up to the maximum time which is accruable in a two-year period.
- (D) Vacation time may be charged out in one (1) hour increments.
- (E) For purposes of computing years of service for vacation, the first day of the pay period following the employee’s anniversary date shall be used.
- (F) Police officers shall be granted two personal holiday with pay per year. Personal holidays may not be carried over into the next year. Members shall be permitted to use personal leave upon no less than one (1) hour notice to the person in charge providing that the person in charge 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 such denial shall be for just cause and not mere inconvenience.

- (G) An employee requesting vacation other than annual vacation or holiday 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 such denial shall be for just cause and not mere inconvenience.

- (H) 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 (2) times their normal rate of pay for the second shift. The following holidays shall apply: New Year's Day, Martin Luther King Day, Memorial Day, President's Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day, and any additional 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.

SECTION 8.2 - METHOD OF COMPENSATION

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

SECTION 8.3 - 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 rotations described in this section. Annual vacation shall be scheduled by March 31 of each year. After each selection 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. The vacation schedule will be posted on February 1 and beginning that date the senior most officer shall have three days after notification to schedule his vacation. After that date the next senior officer shall have three days after notification, continuing until all members on a shift have scheduled their first vacation. Four consecutive weeks of vacation may be scheduled this first rotation. The vacation list shall be rotated in the same manner two more times. Each employee may choose a maximum of two additional consecutive weeks during each rotation. A maximum of six weeks vacation may be requested in the three sign-up rotations. No more than three separate blocks of time may be used as annual vacation.

- (C) Requested time off for other than annual vacation 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 8.4 - 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 Police Officer.

SECTION 8.5 - VACATION IN ADVANCE PROHIBITED

Under no circumstances will an employee be allowed to take vacation in advance.

SECTION 8.6 - 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 8.3.

ARTICLE 9 INSURANCE SCHEDULE

SECTION 9.1 - 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 9.2 - 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 City unions and one unaffiliated representative. 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 7½% 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 March 23, 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 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:

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

Tier 3 = 20% of claim

Tier 3 = 25% of claim

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.
- (F) The City agrees to obtain and pay the cost of police professional liability insurance if such coverage is now available or would become available during the life of this Agreement. Said coverage shall provide “adequate protection” to the Police Officer as shall be mutually agreed upon by the City and the F.O.P.
- (G) 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 the employee continues paying his or her share of the insurance cost established in Section 9.2 (C).
- (H) 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 9.3 - 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 9.4 - 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 23.18. 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 10 SICK/INJURY LEAVE

SECTION 10.1 - ACCUMULATION OF SICK LEAVE

Each Police Officer 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 10.2 - USES OF SICK LEAVE

- (A) A Police Officer may use sick leave:
- (1) in case of his own illness or exposure to contagious disease;
 - (2) injury;
 - (3) for attendance upon 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, provided that a maximum of five (5) days of bereavement leave may be used for this purpose except that in certain circumstances the Police Chief may authorize more time off using sick leave for this purpose. 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 leave shall be charged in multiples of one (1) hour.

SECTION 10.3 - 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 stating the nature of the illness and the period of confinement shall be furnished 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 he has reason to believe that the use of sick leave is being abused.

SECTION 10.4 - TERMINATION OF EMPLOYMENT

- (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 one-third of 1,500 hours.

- (B) In the event a Police Officer dies or is permanently disabled: (1) 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.

SECTION 10.5 - 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 10.6 - SICK LEAVE PAID AT BASE RATE

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

SECTION 10.7 - 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 up to and 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 10.8 - 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. An employee off on unpaid leave shall not lose any seniority. If at the end of six months, said employee is still unable to return to work, his employment shall be terminated.

SECTION 10.9 - ABUSE OF SICK LEAVE

An employee found to be abusing the sick leave privilege by malingering or falsifying information will be subject to disciplinary action including dismissal.

SECTION 10.10 - SICK/INJURY LEAVE

- (A) Seven (7) eight hour days of injury leave for each new injury (limits of three (3) such leaves per year) will be allowed with pay if a police officer 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.

SECTION 10.11 - SICK LEAVE RECIPROACITY

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.

<u>Sick Leave Used During Payroll Year (Hours)</u>	<u>Sick Leave Reciprocity Cash Payment (Hours)</u>
0 - 8	48
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.

ARTICLE 11
CLOTHING ALLOWANCE

A \$1,000 initial uniform allowance will be granted to Police Officers after completion of their one (1) year probationary period. Each year after the initial allowance, Police Officers will receive a uniform maintenance allowance. This maintenance allowance will be \$950 per year paid out and taxed in January and July to the employee. The uniform maintenance allowance will be \$1,000 in 2010 and \$1,000 in 2011. 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. The uniform committee will have three (3) members of the bargaining unit sitting on it and they will be elected by the members.

ARTICLE 12
F.O.P. REPRESENTATION

SECTION 12.1 - LISTING OF F.O.P. REPRESENTATIVES

The employer shall recognize no more than three (3) employees (one from each shift, if available, and one of which shall be the chief steward) selected by the members of the F.O.P. to act as representatives for the purpose of this agreement. The employees so designated shall be recognized as representatives provide herein. F.O.P. representatives must be employees of the City of Zanesville Police Division.

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. F.O.P Position Held

SECTION 12.2 - ACCESS TO CITY PREMISES BY F.O.P. REPRESENTATIVES

F.O.P. and F.O.P.A. representatives (including F.O.P. attorneys, state or national representatives) shall be allowed on City premises and work areas. Such visits must be prearranged with and authorized by the Police Chief or his authorized representative as to time and place so as to avoid interference with the operation of the Police Division.

SECTION 12.3 - NO INTERFERENCE WITH F.O.P. REPRESENTATIVES

The City will in no way interfere with, hinder, or influence officers and other F.O.P. representatives in the administration and performance of their union duties, provided that officers and other representatives shall not engage in any activities on the City' s premises other than those permitted by this Agreement.

SECTION 12.4 - F.O.P. FINANCIAL LIABILITY FOR ACTIVITIES ON CITY PREMISES

The F.O.P. agrees that the F.O.P. 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 F.O.P. activities conducted on City premises.

SECTION 12.5 - GRIEVANCE COMMITTEE

- (A) The members of the F.O.P. shall select a grievance committee composed of three (3) persons elected by a membership vote. The said duly elected grievance representatives shall be affirmed by the President of the F.O.P.

- (B) The F.O.P. grievance committee shall select one (1) person from among the members of the grievance committee to act as chairman of said committee. Said chairman shall be affirmed by the President of the F.O.P. as directed by the grievance committee.
- (C) Grievance committee members must be certified sworn police officers of Zanesville Police Division.

SECTION 12.6 - SOLICITING OF GRIEVANCES

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

SECTION 12.7 - DELEGATES TO THE OHIO F.O.P. CONVENTION OR THE OHIO LABOR COUNCIL CONFERENCE

F.O.P representatives may attend as delegates to the annual Ohio F.O.P. Convention, the Annual Ohio Labor Council Conference or seminars for a maximum of thirty-two hours. Such attendance on scheduled work days will be considered "time worked" and the employee will receive eight (8) hours of pay.

ARTICLE 13
MANAGEMENT'S RIGHTS

SECTION 13.1 - 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.

SECTION 13.2 - LEGAL AUTHORITY

Nothing contained in this Agreement shall 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.

SECTION 13.3 - SPECIFIED RIGHTS

Management retains the right to:

- (a) direct the work of its employees;
- (b) to hire, promote, demote, transfer, assign, and retain employees in positions with the public agency;
- (c) to suspend 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 13.4 - 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 13.5 - F.O.P. RECOGNITION OF MANAGEMENT RIGHTS

The F.O.P. 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 F.O.P. 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 13.6 - 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.

SECTION 13.7 - CIVIL SERVICE COMMISSION

The City and the F.O.P. recognizes the responsibility of the Civil Service Commission for administering a merit system of employment, adopting rules and regulations, and exercising other personnel responsibilities in accordance with law.

SECTION 13.8 - MANAGEMENT'S RIGHTS CLAUSE NOT SUBJECT TO GRIEVANCE OR ARBITRATION

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. A bargaining unit member or the F.O.P. may file a grievance based on the collective bargaining agreement.

SECTION 13.9 - FILLING OF POSITIONS

The parties agree that all appointments to positions covered by this Agreement from eligible lists shall be filed in accordance with this section. This section specifically covers appointments to

the rank of Sergeant. All other positions other than those specified by this section shall be filled by the Employer with the procedure the Employer determines.

- (A) Promotions shall be administered through the Zanesville Civil Service Office. 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.
- (B) 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.
- (C) 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 five (5) years experience as a police officer, at least three of which were as a patrol officer in a non-specialty position, and the five years of service must be completed with the Zanesville Police Department and without any break in service. The date of the exam shall be the date to determine whether the employee has completed five years of service.
- (D) 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.
- (E) 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.
- (F) The promotional examination procedure shall also consider performance and seniority in the lower classification. 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.
- (G) Following application of the scoring procedures described herein, the provider will make available to the City, the F.O.P. 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 shall be good for two years from the date of final posted list.

- (H) An employee who, without good cause (as determined by the Police Chief), 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 14
F.O.P. CONSTITUTION AND BYLAWS

SECTION 14.1

In case there is conflict between any part of this Agreement and the Constitution or Bylaws of the F.O.P., the Agreement provisions shall prevail.

SECTION 14.2

In case 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 14.3

In cases where local laws and ordinances do not conflict with provisions of this Agreement, the local laws and ordinances shall prevail.

ARTICLE 15
HEALTH CLUB MEMBERSHIP

The City will pay \$100.00 per participating employee annually towards memberships for Zanesville Police officers in a health club or spa. 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.

ARTICLE 16
TERMINATION OF OBLIGATION

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 17
TRAINING AND EDUCATION

SECTION 17.1 - POLICE DEPARTMENT RELATED TRAINING

Approved training and education related to the police department's activities shall be paid for by the City of Zanesville. For employees attending required training sessions, meals that are included in the cost of the program will be paid on the invoice to that program provider. Other meals will be reimbursed to the individual with receipts only if the program involves an overnight stay more than forty-five miles from Zanesville's municipal building. Employees who use their private vehicles to attend required training sessions outside of City limits will be reimbursed for travel mileage at the rate established by City Council.

SECTION 17.2 - 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 Mayor, upon prior approval, to relate to the employee's job with the City.

SECTION 17.3 - REIMBURSEMENT AMOUNT

- (A) 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:

<u>GRADE</u>	<u>PERCENT OF REIMBURSEMENT</u>
A	90
B	80
C	60

SECTION 17.4 - MAXIMUM REIMBURSEMENT AMOUNTS

The maximum annual tuition reimbursement for all of the members of the patrol officer's 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 two thousand five hundred dollars (\$2,500).

SECTION 17.5 - 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 March 23, 2012, shall repay such reimbursement to the City.

ARTICLE 18
WORKING CONDITIONS

SECTION 18.1 - PROTECTION OF EMPLOYEES SAFETY AND HEALTH

- (A) The City will continue to make reasonable provisions for the safety and health of its employees. The F.O.P. 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 F.O.P. also agrees that it will encourage its members promptly to 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.
- (B) A committee of three (3) employees elected by the membership, comprised of one officer per shift shall be established as an operations and safety committee. These employees will have the responsibility to meet with the Police Chief and discuss matters concerning personnel and safety of equipment.

SECTION 18.2 - EMPLOYEES REQUIRED TO USE PROTECTIVE EQUIPMENT

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

SECTION 18.3 - REMOVAL OF PROTECTIVE DEVICES

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

SECTION 18.4 - CHARGE FOR LOSS, IMPROPER USE AND CARE, OR WILLFUL DESTRUCTION BY THE EMPLOYEES

An employee who willfully or negligently loses or destroys protective equipment, device, or article of wearing apparel shall be requested to reimburse the City for the cost of such item. Employees are responsible and liable for the proper use and care of the facilities, vehicles, supplies, and equipment provided by the City. In case of a motor vehicle accident, liability will be limited to \$100 unless the act was willful.

SECTION 18.5 - INJURIES AND FIRST AID

A standard first-aid kit furnished by the City shall be kept in convenient locations to meet any emergency that may arise. Any injury or accident, however minor, shall be immediately reported to the Police Chief or his authorized representative.

SECTION 18.6 - 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. 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 19 SENIORITY

SECTION 19.1 - 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. However, time spent in a higher classification shall not count towards seniority but shall not constitute a break. Time spent in a higher classification for an employee who returns to the position of Police Officer during the promotional probationary period shall count towards seniority.

SECTION 19.2 - SENIORITY LIST

- (A) Seniority shall be brought up to date by the City each December 4th showing the employee's name, title, date of hire, department working in, and order of seniority. A copy shall be posted and a copy forwarded to the President of the F.O.P. by December 4th of each year. 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.

After the ten (10) day objection period has expired, the President of the F.O.P. or his designee, shall set about to determine the proper arrangement for badge numbers, with respect to seniority, and reassign such to the proper employee(s).

Immediately after December 14, the Chief or his designee shall provide a schedule of shifts and days off available to the F.O.P. President or his designee. The F.O.P. President or his designee will circulate the list to bargaining unit members by seniority. This will be the only opportunity for members to sign up for the following year and once a member has signed up he will not be permitted to change his choices, except for situations where the Chief of Police determines a need to adjust days off or shift assignments as provided in Section 19.3 below. After the list has been signed by all bargaining unit members (or

they waived their opportunity) the F.O.P. President or his designee shall return the completed list to the Chief or his designee.

On the last business day of December, the F.O.P. President (or his designee) shall present to the Chief's Office a concise report detailing the results of his inquiry and the reassignments so implemented.

- (B) 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 grievable starting at Step 3 in the grievance process but is not subject to arbitration.

SECTION 19.3 - APPLICATION OF SENIORITY

Seniority shall be applicable in the following situations:

Annual vacation preference

Layoff and Recall

Demotion for lack of work

Days off

Shift preferences: Members shall choose their shift preference in December of each year. If the Chief of Police determines the need to adjust days off or shift alignment, then members will have the right to repick days off and shift preference. This shift preference shall apply only to the patrol division. (Except that members with less than three (3) years seniority shall be assigned to shifts at the Chief's discretion).

SECTION 19.4 - SENIORITY ACCUMULATION BY EMPLOYEES NOT HAVING PERMANENT STATUS

- (A) Probationary employees shall not accumulate seniority during their first year of service. Once the employee has attained permanent status, seniority shall run retroactively from the date of hire.
- (B) Emergency, temporary, provisional, part-time, and seasonal employees shall not accumulate seniority. Once the employee has attained permanent status, seniority shall run retroactively from the date of hire.

SECTION 19.5 - EQUAL SENIORITY

In the event two (2) or more employees have equal seniority, it shall be determined from the records of the appointing authority and/or Civil Service Commission which of the equal employees shall be listed first on the proper seniority listing.

SECTION 19.6 - 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 work force has been accomplished.

SECTION 19.7 - LAYOFF BEYOND THREE YEARS

An employee who is on layoff for a period of three (3) years is automatically terminated and loses all seniority. An employee shall be paid for all accumulated vacation and compensatory time at the time of layoff.

SECTION 19.8 - 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 obtained.
- (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 provided that illness incapacitating the employee for work or extended absence from home at the time of recall shall be sufficient excuse for not reporting for working if the City is 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 19.9 - EMERGENCIES

For emergencies, the City may, at its option, recall laid off employees, if any, or work sworn employees overtime.

ARTICLE 20
REPORTING FOR WORK

SECTION 20.1 - LATENESS

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.

SECTION 20.2 - CHRONIC LATENESS

- (A) Police officers are to be punctual at all times.
- (B) Police officers who are late three (3) work days within a 30-day period shall receive a written reprimand.
- (C) Police officers who are late four (4) work days within a 30-day period shall receive a two-day suspension without pay.
- (D) Police officers who are late five (5) work days within a 30-day period shall receive a five-day suspension.
- (E) Patterned use of lateness, even though it may not fall within the parameters outlined, shall result in progressive disciplinary action.
- (F) In cases where the disciplinary action described above fails to correct an employee's chronic lateness, additional disciplinary action may be taken.
- (G) Instances of tardiness of less than six (6) minutes shall be considered in determining chronic lateness.

SECTION 20.3 - 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.

ARTICLE 21
DISCIPLINE

SECTION 21.1 - CITY'S RIGHT TO DISCIPLINE

The right to discipline and discharge employees shall be reserved for and vested in the sole discretion of the City except that no discipline or discharge shall be taken without just cause. Just cause shall include, but not be limited to, the following: inefficiency; incompetency; insubordination; misconduct; neglect of duty; violation of rules promulgated by the City; engaging or encouraging a strike, slowdown, sabotage, picketing, or any other form of interference or interruption of work; or failure to abide by the terms of this Agreement.

SECTION 21.2 - PROMPT DISCIPLINARY ACTION

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 a Police Officer. 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 herein before set forth, an additional fifteen (15) day period may be granted by mutual agreement of the City and the

affected Police Officer. Further, the F.O.P. and its members agree to assist in the expediting of investigations of alleged actions, incidents, occurrences, and traffic accidents.

ARTICLE 22
ABSENTEEISM

SECTION 22.1 - NOTICE OF ABSENCE

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 eight (8) hours before his assigned starting time and no later than one (1) hour before his starting time. Notice of absence may be given personally by the employee or 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 prevented 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.

SECTION 22.2 - ABSENCE WITHOUT PRIOR NOTICE AND/OR LEGITIMATE EXCUSE

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.

SECTION 22.3 - CHRONIC ABSENTEEISM

Disciplinary action may be taken against employees abusing sick leave through chronic absenteeism after a proper investigation is conducted and the facts established, that the employee did, in fact, abuse sick leave. It is further understood that disciplinary action taken would be subject to the grievance procedure. (Consideration will be given to the employee's historical attendance record along with his current attendance).

ARTICLE 23
GRIEVANCE PROCEDURE

SECTION 23.1 - STEPS IN THE GRIEVANCE PROCEDURE

STEP 1

- 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 ten (10) calendar days from date of the Occurrence of the action giving rise to the grievance or ten (10) 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 ten (10) 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

- 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 his designee. The grievant may use an F.O.P. representative. If he does so chose to involve the F.O.P., then the F.O.P. shall investigate the grievance before proceeding to the next step. A waiver form must be presented by the grievant at this step. If the F.O.P. is involved, a written report of their investigation shall also be presented.
- B. The employee must file his grievance within ten (10) calendar days after the reply at Step 1 has been given.
- C. The Chief or his 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

- A. Should the grievant or the F.O.P. representative, if one is involved, decide that the reply of the, Police Chief is unsatisfactory, the grievant or representative of the F.O.P., if one is involved, shall, within ten (10) 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 F.O.P. 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 with no additional pay rendered. Meetings and/or conferences by the F.O.P. 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 F.O.P., 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 23.2 - 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.

SECTION 23.3 - QUALIFICATIONS

An employee may file only his own personal grievance. The aggrieved employee should personally sign all written grievances. Except as provided in Section 23.10, no grievance will be processed without the aggrieved employee's signature, if he is capable of signing.

SECTION 23.4 - GRIEVANCES OF NONUNION EMPLOYEES

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

SECTION 23.5 - 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 23.6 - 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 23.7 - F.O.P.'S RIGHT TO WITHDRAW GRIEVANCES

The F.O.P. has the sole discretion to refuse to process, abandon, or may settle grievances jointly with the City, prior to binding arbitration, irrespective of the aggrieved employee's attitude. However, no grievance shall be abandoned or settled by the FOP without first notifying the grievant of such action and allowing the grievant to provide additional input.

SECTION 23.8 - TIME LIMITS

If the F.O.P. 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 Article 23 and Article 24 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 23.9 - PRESENTATION OF WITNESSES

Either party may present witnesses. Employees who are appearing as witnesses for the F.O.P. 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 23.10 - CITY OR THE F.O.P. MAY FILE A GRIEVANCE

The City or the F.O.P. 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 F.O.P. and Step 3 for the City.

A grievance can be initiated by the F.O.P. or 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 F.O.P. or grievance chairman shall file a class action grievance on behalf of all those affected.

SECTION 23.11 - MANAGEMENT PREROGATIVES EXCLUDED FROM THE GRIEVANCE PROCEDURE

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

SECTION 23.12 - 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 and expeditiously at the lowest practicable level of the grievance procedure.

SECTION 23.13 - PURPOSE OF THE GRIEVANCE PROCEDURE

The purpose of the grievance procedure is to resolve disputes peacefully and amicably without impeding the provision of essential public services. Therefore, should a grievance arise, there shall be no interruption or impeding of the work, work stoppages, strikes or lockouts 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 outlined in Article 23 and the arbitration procedure outlined in Article 24 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 the Civil Service Laws of the State of Ohio.

SECTION 23.14 - 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 F.O.P. representative, if one is involved, shall be given time off with pay during working hours at the sole discretion of the City.

SECTION 23.15 - F.O.P. TO INVESTIGATE COMPLAINTS BEFORE FORMAL PRESENTATION

When an F.O.P. representative is being used, the F.O.P. shall make a reasonable investigation of any grievance before it is submitted to the next step of the grievance procedure. All cases, shall be investigated before being submitted to binding arbitration, in order to ascertain that the complaint is justified and there is reasonable grounds to believe that the claim is true in fact. The F.O.P. shall submit a written report of any such investigation to the City upon filing for the next step in the grievance procedure.

SECTION 23.16 - ELIMINATION OF PROVOCATIVE 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 F.O.P. shall avoid publicizing any grievance or complaint prior to the final determination of the issue.

SECTION 23.17 - PARTICIPATION BY STATE AND/OR NATIONAL REPRESENTATIVES OF THE FRATERNAL ORDER OF POLICE

Upon the request of either party a representative of either the State or the National Organization may attend hearings conducted at Step 3 of the Grievance Procedure.

SECTION 23.18 - GRIEVANCE STEPS ELIMINATED UNDER CERTAIN CIRCUMSTANCES

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 suspension 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 23.19 - EMPLOYEE'S RIGHT TO CHOOSE HIS AVENUE OF APPEAL

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.

ARTICLE 24
ARBITRATION

SECTION 24.1 - LIMITS ON ARBITRABILITY

- (A) Only disputes involving the interpretation, application, or enforcement of the terms of this Agreement, or of the work rules may be arbitrated.
- (B) No issue whatsoever may be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place during the effective dates of this Agreement.
- (C) 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 24.2 - 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 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) No award of any arbitrator shall be retroactive for a period prior to the filing of a grievance.
- (E) No arbitration determination or award shall be made by any arbitrator which grants any right or relief for any period of time whatsoever prior to the execution date of the grievance.

The arbitrator shall conduct a fair and impartial hearing on the grievance, 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 not grant relief that extends beyond the termination date of this Agreement.
- (G) The arbitrator shall expressly confine himself to the precise issues cited in the submission as per Section 24.7 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.
- (H) 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.
- (I) An arbitration award shall not be used as a precedent for any subsequent case, but may be cited in support of the parties' position.
- (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 F.O.P. 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 24.3 - TIME LIMIT FOR REQUESTING 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 24.4 - EXHAUST GRIEVANCE PROCEDURES

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

SECTION 24.5 - DELIVERY OF DEMAND FOR ARBITRATION

Should the F.O.P. demand arbitration, it shall give written notice to the City of Zanesville's Safety Director. Such demand shall be signed by the grievant and the authorized representative of the F.O.P. Should the City of Zanesville demand arbitration, it shall give written notice to the authorized representative of the F.O.P. or his designee. Such demand shall be signed by the authorized representative of the City of Zanesville. The written notice shall, in all cases, contain the following information:

- (A) the provision of the Agreement in dispute;

- (B) the nature of the grievance;
- (C) the names, duties and positions of the employee(s) involved; and
- (D) the department or division involved.

SECTION 24.6 - 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 24.7 - SUBMISSION AGREEMENT

The F.O.P. and the City shall agree in writing upon the precise issue to be decided and submit the Statement to the arbitrator. If the parties cannot agree on the issue to be decided, each party shall state in writing the issue as he sees it and submit it to the arbitrator. 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.

SECTION 24.8 - 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 24.9 - NUMBER OF GRIEVANCES TO BE HEARD AT ONE TIME

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

SECTION 24.10 - 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 24.11 - RIGHT OF ARBITRATOR TO ENGAGE TECHNICAL ASSISTANCE

The arbitrator is empowered, upon mutual consent of the parties, to engage any technical assistance he feels is necessary for the satisfactory Settlement of the dispute at hand. The cost of

such technical assistance shall be shared equally by both parties. However, if the parties cannot agree to sharing such expense, then the party so desiring the technical assistance shall bear the entire cost of such assistance.

SECTION 24.12 - 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 24.13 - COMPENSATION/NON-COMPENSATION FOR TIME ATTENDING ARBITRATION HEARING

The grievant, the F.O.P. 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 F.O.P., 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 Police Department and the safety of the citizenry are not compromised. The F.O.P. shall provide to the City a list of member witnesses to be called.

SECTION 24.14 - 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 24.15 - ARBITRATION LIMITED TO LIFE OF CONTRACT

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

SECTION 24.16 - DAMAGES

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

SECTION 24.17 - 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.

ARTICLE 25
SAVINGS CLAUSE

If any term or provision of this Agreement is, at any time during the life of this Agreement, in conflict with any applicable valid Federal, State, or Local law or ordinance, such term or provision shall continue in effect only to the extent permitted by such Law, provided that such

term or provision or parts of such term or provision cannot be amended to be applicable and valid under said Federal, State, or Local law or ordinance. If at any time thereafter such term or provision is no longer in conflict with any of the aforementioned laws or ordinances, such term or provision as originally embodied in this Agreement shall be restored in full force and effect. If any term or provision of this Agreement is, or becomes invalid or unenforceable during the life of this Agreement, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement. If the parties are unable to agree as to whether or not any term or provision hereof is in contravention of any such laws or ordinances, the provisions hereof involved shall remain in effect until the disputed matter is settled by a court or other authority having jurisdiction in the matter.

ARTICLE 26
ADOPTING LEGISLATION RATIFYING THE AGREEMENT

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

ARTICLE 27
DURATION

This Agreement, effective January 1, 2012, shall continue in full force and effect without change until December 31, 2014. If either party desires to terminate this Agreement, it shall give written notice of the termination not later than September 1, 2014. If neither party shall give notice to terminate this Agreement as provided above, or to modify this Agreement as hereinafter provided, the Agreement shall continue in effect from year to year after December 31, 2014, subject to termination by either party in any subsequent year by the sending of written notice of the desire for termination to the other party not later than September 1st of the year for which the change is proposed.

If either party desires to modify or change this Agreement, it shall give written notice to such effect not later than September 1, 2014, or not later than any subsequent September first. Negotiations shall then proceed as specified in The Ohio Revised Code.

ARTICLE 28
WAIVER CLAUSE

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

ARTICLE 29
RIGHTS OF EMPLOYEES

SECTION 29.1 - POLICY

The City and the F.O.P. 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 F.O.P. agree that the

procedures, set forth below, shall be consistently applied in order to effectively and fairly correct unsatisfactory employee behavior.

SECTION 29.2 - 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 29.3 - COMPLAINTS

(A) Complaints - General

- (1) It is agreed that citizens will be encouraged to bring forward legitimate grievances regarding misconduct by departmental employees and that such will be received courteously and handled efficiently by all concerned. In addition, both the F.O.P. 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 required to sign the complaint form. If for any reason the complainant will not or cannot sign the complaint form then the complaint will be handled in the same manner as an anonymous complaint.

SECTION 29.4 - PROCEDURE

(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) 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.

- (5) Compensation for employees participating in a disciplinary investigation shall be as specified in Section 7.4 of this contract.
- (6) 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 F.O.P. representation. The F.O.P. representative shall be the union steward for the employee's bargaining unit or the employee's designee. If after a reasonable time (24 hours) to acquire the services of an F.O.P. representative, the grievant fails and or neglects to do so, the investigation by the City will proceed without an F.O.P. 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 Section 7.4 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 Section 29.4(6)-(a).
- (7) 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.
- (8) 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 personal attorney shall not disrupt or cause unreasonable delay of such proceedings.
- (9) The Chief Of Police, based upon a substantial objective basis to believe that an officer, who is the subject of an investigation, may be withholding information relevant to the matter being investigated, may request an officer to submit to a polygraph.

If the officer refuses to submit to the polygraph or to cooperate with the polygraph, 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 (Administrative 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 his 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) An accused employee (and his attorney, if one is involved) shall be provided, upon request, access to documents and witness lists as provided for and controlled by Chapter 124-13 of the Ohio Administrative Code. This section shall apply to both civil service and the grievance procedure.
- (5) 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.
- (6) A bargaining unit member who is the subject of a criminal investigation shall be advised of his constitutional rights as provided by law.
- (7) 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.

(8) 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) All inquiries and complaints lodged against a bargaining unit member when determined by the Chief of Police or his 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) 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.

(3) 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.

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

(5) Records of discipline shall cease to have force and effect and shall be removed from a bargaining unit member's personnel file according to the following schedule.

Suspensions	36 months
Written Reprimands	12 months
Oral Reprimands	6 months

However, it shall be excepted and subject to the requirements of State and Federal laws and civil litigation.

(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 receive copies of documents in his file. The City may levy a charge for copies. The charge shall bear a reasonable relationship to actual cost.

(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 may note thereon his agreement or disagreement with the memorandum's contents.

- (d) An employee's signature on a document shall mean he has seen the document and not that he agrees with its content unless so stated on the document.

- (6) In cases where a suspension of thirty (30) days or less has been imposed on a bargaining unit employee, the Employer shall 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.

SECTION 29.5 - PUBLIC REVIEW OF RECORDS

The following guidelines shall be followed for all 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 30 DRUG/ALCOHOL TESTING

SECTION 30.1

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

For random testing, the City shall contract with a laboratory meeting the requirements of Section 30.2. Random tests will be conducted no more than four times per calendar year (see appendix).

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 30.2

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 30.3

Alcohol testing shall be done the same 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 30.4

- (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 30.5

- (A) If a drug screening test is positive, a confirmatory test shall be conducted utilizing the fluid from the same container.
- (B) 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.

- (C) 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 30.6

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

SECTION 30.7

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 30.8

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 30.9

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 30.10

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 31
FAMILY AND MEDICAL LEAVE

SECTION 31.1

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 rolling 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 31.2

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 32
COPIES OF AGREEMENT

SECTION 32.1

The F.O.P. shall furnish each employee in the bargaining unit a copy of the agreement within thirty (30) days of the signing date of the agreement.

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 ten (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 33.2 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.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have set their hands this 26th day of April, 2012.

FOR THE F.O.P.:

Mark E. Drum

RD Miller

Det Jon D. Hill

Det Steve A. Reda

R. Taffan

Francis

FOR THE CITY OF ZANESVILLE:

[Signature] MAYOR

[Signature]

Ch. E. [Signature]

[Signature]

[Signature] LAW DIRECTOR

Todd M. Ellsworth

Downes Fishel Hass Kim LLP
Labor Counsel

APPENDIX I

HOURLY PAY RATES EFFECTIVE 2012, 2013, 2014

POSITION CLASSIFICATION OF POLICE OFFICER

<u>STEP</u>	<u>2012*</u> (0%)	<u>2013^o</u> (1%)	<u>2014^o</u> (1%)
B	\$15.62	\$15.78	\$15.93
C	\$17.06	\$17.23	\$17.40
D	\$18.93	\$19.12	\$19.31
E	\$19.91	\$20.11	\$20.31
F	\$24.08	\$24.32	\$24.56

PENSION PICKUP REDUCTION AND HOURLY PAY RATE SUPPLEMENT

	<u>2011</u>	<u>2012*</u>	<u>2013^o</u>	<u>2014^o</u>
Pickup	8.5%	5.67%	2.84%	0%
Reduction	0%	2.83%	2.83%	2.84%
Supplement	0%	2.28%	2.28%	2.28%
<u>STEP</u>				
B		\$0.36	\$0.37	\$0.38
C		\$0.39	\$0.40	\$0.41
D		\$0.43	\$0.45	\$0.46
E		\$0.45	\$0.47	\$0.48
F		\$0.55	\$0.57	\$0.59

* Effective March 23, 2012.

^o Effective first full pay period in January.

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 two names for alcohol testing and six 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. Such testing shall be during the employee's normal working hours unless prevented by the testing facility's hours of operation.
7. When the Police Chief receives a new list for testing, the Chief will provide the designated representative of the F.O.P. with a copy of the previous testing list.