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AGREEMENT BETWEEN
ZANESVILLE PROFESSIONAL FIRE OFFICERS
ASSOCIATION, EMPLOYEE ORGANIZATION
AND
THE CITY OF ZANESVILLE, OHIO

01/01/13 To 12/31/15

CASE #2010-REP-05-0102

ZANESVILLE PROFESSIONAL FIRE OFFICERS ASSOCIATION
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PREAMBLE

Pursuant to Ohio Revised Code Chapter 4117, this Agreement is entered into at Zanesville, Ohio and effective this first day of January, 2013, between the City of Zanesville, Ohio, hereinafter referred to as the "City" and Zanesville Professional Fire Officers Association, Employee Organization, hereinafter referred to as "Officers Association" on behalf of its members employed by the City of Zanesville, Ohio.

Both the City and the Officers Association agree that the future welfare of both parties is dependent upon the efficient and economical rendering of the various municipal services. It is the intent of this Agreement 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 City government and to engage in honorable commitments to enhance the vital concerns of good management and employee relations.

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 Agreement is carried on without interference arising from differences between the parties.

Further, it is the intent of the parties hereto to set forth herein their agreement with respect to rates of pay, hours of work and conditions of employment to be observed by the City, the Officers Association, and the employees covered by this Agreement, to provide procedures for equitable adjustment of grievances and to prevent lockouts, interruptions of work, work stoppages, strikes, or other interferences with the work of the City during the life of this Agreement.

ARTICLE 1
RECOGNITION

SECTION 1.1 EXCLUSIVE BARGAINING AGENT

The Officers Association is hereby recognized by the City as the exclusive bargaining agent for permanent uniformed City employees of the Fire Department occupying the rank of Assistant Fire Chief or Fire Lieutenant under the present classification system.

SECTION 1.2 RIGHTS OF INDIVIDUALS

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 affiliations with the Officers Association. The Officers Association shall be notified of any grievance settled within the bargaining unit and has the right to be present at any adjustment of any grievance.

SECTION 1.3 NO DISCRIMINATION OR COERCION BASED ON AFFILIATION

(A) Both parties agree that they will not discriminate between Association and Non-association employees in fulfilling their responsibilities under this Agreement. The Officers Association further agrees that neither it nor any of its officers or members will intimidate or coerce employees into membership in the Officers Association, or for any other reason; nor shall there be any discrimination, interference, restraint or coercion by the City against an employee for his activity on behalf of or membership in the Officers Association.

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

SECTION 1.4 NO DISCRIMINATION

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

SECTION 1.5 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 in 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 1.6 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.

ARTICLE 2
OFFICERS ASSOCIATION DUES

SECTION 2.1 DUES CHECKOFF AUTHORIZATION

The City, where so authorized and directed by an individual employee in writing upon the Officers Association *Authorization for Payroll Deduction Form*, shall deduct Officers Association union dues each month from the wages of such employee and remit the same monthly to the Treasurer of the Officers Association subject, however, to the terms and conditions listed below.

SECTION 2.2 DUES CHECK-OFF DEDUCTION

The City shall deduct from the wages earned during the last pay period of the month, the regular current monthly Officers Association membership dues, for each employee for whom the Officers Association furnishes the City a current, signed, written authorization. The City shall not be obligated to deduct initiation fees, fines, or previously accrued dues.

SECTION 2.3 OFFICERS ASSOCIATION TO INVOICE THE CITY AUDITOR

The Officers Association 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 Officers Association.

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 before the last day of the pay period that membership dues are to be deducted.

SECTION 2.4 REMITTANCE OF DUES MONIES

The amounts withheld shall be remitted by check along with a list of names setting forth the amount of dues deducted from each member to the Treasurer of the Officers Association.

SECTION 2.5 CHANGES IN AMOUNT OF OFFICERS ASSOCIATION DUES

Changes in the Officers Association membership dues rate will be certified to the City Treasurer 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 rate.

SECTION 2.6 REFUNDS

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

SECTION 2.7 INDIVIDUAL EMPLOYEES RIGHT TO REVOKE CHECK-OFF AUTHORIZATION

Each employee who has heretofore submitted a "Officers Association Authorization for Payroll Deduction" form may revoke the same by giving written notice to the City and the Officers Association within the period beginning December 16th and ending December 31st of any year during the term of the Agreement.

SECTION 2.8 PREFERENCE OVER OFFICERS ASSOCIATION DUES

It is understood and agreed that deductions for Withholding Tax, Police and Firemen's Disability and Pension Funds, and Court Assignments shall have preference over the aforesaid Officers Association dues.

SECTION 2.9 INDEMNITY CLAUSE

In consideration of the City's deducting dues under the foregoing arrangement, the Officers Association agrees that it 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 purpose of complying with any of the provisions of this Article or any information furnished to the City by the Officers Association or any of its duly authorized representatives.

SECTION 2.10 FAIR SHARE FEE

Effective with this agreement, all employees in the bargaining unit who, are not members in good standing with the union shall pay fair share fee to the Officers Association as a condition of employment.

The fair share fee amount shall be annually certified to the City by the Treasurer of the Officers Association. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the Officers Association of fair share fees shall be made in accordance with the regular dues deductions as provided. Prior to the first deduction of the fair share fee, the Officers Association shall provide evidence to the City that it has enacted a procedure consistent with federal and state law for the deduction of fair share fees.

ARTICLE 3
HOURS OF WORK

SECTION 3.1 REGULAR HOURS

(A) The hours of work comprising normal full-time employment shall consist of twenty-four (24) consecutive hours and the normal work week shall consist of fifty-six (56) hours when averaged over a three (3) week period. The work schedule shall be twenty-four (24) hours on duty followed by at least forty-eight (48) hours off duty in a three (3) platoon system.

(B) The City agrees that during the life of this Agreement it will not reduce the hours of work from the present work week of fifty-six (56) hours when averaged over a three (3) week period for the purpose of avoiding the payment of premium pay.

SECTION 3.2 CHANGE OF PLATOONS

If an employee is to be transferred to another platoon, he shall be provided with a minimum of three (3) calendar days notice except in the case of emergencies or manpower shortages. In all such instances the City will endeavor to provide as much advance notice as possible.

SECTION 3.3 8-HOUR SHIFT ON FEBRUARY 29

Each platoon shall work one 8-hour shift February 29th, each leap year for the purpose of rotating holidays.

SECTION 3.4 RELIEF

Officers will not leave their post until relieved by another Officer reporting for duty on the next regular shift, or by a step up employee, or until given permission by the Officer-in-Charge or the Fire Chief or Deputy Fire Chief.

ARTICLE 4

NO STRIKE OR WORK INTERRUPTIONS AND NO LOCKOUTS

SECTION 4.1 NO STRIKES OR LOCKOUT

It is understood and agreed that the services performed by the City employees included in the Agreement are essential to the public health, safety, and welfare. The Officers Association 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 4.2 WORK INTERRUPTIONS PROHIBITED

The Officers Association 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 picketing that advocates a strike, slowdown, or work stoppage; or picketing by an employee during his scheduled work hours. Informational picketing, except as otherwise specified above, shall not be considered to be illegal.

SECTION 4.3 CROSSING PICKET LINES

Employees may be required to go through picket lines of another organized labor union when an emergency requires them to do so to protect the public health, safety, and welfare but only after proper arrangements have been made to properly protect them from any possible bodily harm.

ARTICLE 5
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
JOINT COOPERATION

In recognition of the mutual interest of both parties in maintaining efficient and economical public services, the Officers Association 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 of work output
- (6) Conservation of material 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

To this end, there shall be a labor-management committee consisting of two (2) Officers Association representatives and two (2) City representatives. The committee shall meet to discuss any subject of mutual concern at the request of either party as circumstances may require. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems and to that end the committee shall have the authority to make recommendations to the Officers Association and the City.

ARTICLE 7
PAYMENT FOR TIME EARNED

In the event an employee is separated from employment, he shall be paid for all accumulated vacation and compensatory time accrued.

ARTICLE 8
PROBATIONARY PERIOD

SECTION 8.1 LENGTH OF PROBATIONARY PERIOD

All promotional appointments made pursuant to Section 124.49 of the Ohio Revised Code shall be for a probationary period not to exceed six (6) months. 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 8.2 SENIORITY

Seniority shall run retroactively from the date of hire, once the employee has completed his probationary period, or ranking on promotional examination if more than one (1) officer was promoted on a given date.

SECTION 8.3 RIGHT TO DEMOTE

The City retains the right to demote newly appointed employees at any time during the probationary period in accordance with Section 124 of the Ohio Revised Code and the demotion may not be made subject of a grievance either by the employee or by the Officers Association; however, the Officers Association will be given written notice when probationary employees are demoted. While probationary employees have no recourse to the grievance procedure under this Agreement, such right to appeal as may be provided under Civil Service law shall be retained.

ARTICLE 9
WAGES

SECTION 9.1 SALARIES, WAGES, AND SALARY RANGES

(A) Effective the first day of the first full pay period of 2013 the salaries, wages and salary ranges for the position classification of Fire Lieutenant and Assistant Fire Chief shall be in accordance with those set forth in Appendix I.

(B) Effective the first day of the first full pay period of 2014 the salaries, wages and salary ranges for the position classification of Fire Lieutenant and Assistant Fire Chief shall be in accordance with those set forth in Appendix II.

(C) Effective the first day of the first full pay period of 2015 the salaries, wages and salary ranges for the position classification of Fire Lieutenant and Assistant Fire Chief shall be in accordance with those set forth in Appendix III.

(D) If an officer is temporarily promoted to a position classification above his current rank, the pay rate of the temporarily promoted employee shall be adjusted to that step in the new pay range next above his current rate of pay if possible. An employee shall be paid the higher rate for all hours worked in the higher classification.

(E) An employee working in a transitional work assignment may have his hours reduced to 40 hours per week or less. While working a 40-hour week or less, an employee's hourly wage rate shall be adjusted by multiplying his normal hourly wage rate by 1.4375. An employee working less than 40 hours per week may be paid continuation wages. The purpose of the wage adjustment and continuation wage is so that the employee suffers no loss of regular pay while in the transitional work program. An officer in the transitional work program will not be counted towards staffing levels.

SECTION 9.2 AUTOMATIC PAY INCREMENTS

(A) Pay steps and rates will be in accordance with the following schedule for employees occupying the positions of Fire Lieutenant and Assistant Fire Chief.

LIEUTENANT PAY STEPS

- 1 – Temporary Upgrade – Used for upgrade position
- 2 – Promotional – Date of Appointment: As listed in the Appendix for that year
- 3 – Permanent – Twelve month period after promotion: as listed in the Appendix for that year

ASSISTANT CHIEF PAY STEPS

- 1 – Promotional – Date of Appointment: As listed in the Appendix for that year
- 2 – Permanent – Twelve month period after promotion: As listed in the Appendix for that year

SECTION 9.3 LONGEVITY PAY

(A) The City of Zanesville will grant longevity pay each year to permanent full time employees occupying the position of Fire Lieutenant and Assistant Fire Chief in accordance with the following schedules.

(2) YEARS OF SERVICE AS OF JUNE 30	YEAR 2013 & 2014 LONGEVITY PAY	YEAR 2015 LONGEVITY PAY
9	2% of previous payroll earnings	3% of previous payroll earnings
13	3% of previous payroll earnings	4% of previous payroll earnings
17	4% of previous payroll earnings	5% of previous payroll earnings

(B) June 30 of each year in which the payment is to be made shall be used in calculating years of service for longevity pay.

(C) Payment shall be made in a lump sum during October of each year and shall be separate from the employee's regular paycheck.

(D) Employees who are on the payroll as of June 30th will be entitled to a prorated share of their longevity pay even though they may terminate prior to October 1st. 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. This shall apply to terminations under honorable circumstances.

SECTION 9.4 OVERTIME PAY

(A) Hours worked in excess of fifty-six (56) hours per week (when averaged over a three (3) week period) shall be compensated at the rate of time and one-half (1.5 x straight time). For the purposes of this section, compensatory time, and vacation shall be counted as "hours worked" for the purpose of computing weekly overtime. Sick time shall also be counted except that an employee who voluntarily works overtime on his/her normally scheduled off-duty day, but who fails to work, due to a non-work related injury or illness, on his/her regularly scheduled on-duty day immediately before or immediately after such overtime day shall not be entitled to overtime compensation for the off duty hours worked equal to the hours of sick leave used; all overtime hours above that amount will be compensated at time and a half. (For clarification, this means two (2) consecutive calendar days). For purposes of complying with the Fair Labor Standards Act, the City will continue to compensate firefighters at the rate of one hundred and fifteen (115) regular hours per pay period of two (2) fifty-six (56) hour weeks.

(B) For purposes of computing overtime the work week shall begin on Thursday and end on the following Thursday.

(C) Overtime work shall include only that work performed by an employee at the direction of the Fire Chief or his authorized representative.

SECTION 9.4 OVERTIME PAY (Con't)

(E) 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 City operating requirements.

SECTION 9.5 COMPENSATORY TIME

(A) An officer who works more than fifty-six (56) hours per week when averaged over a three (3) week period, may accrue compensatory time at the rate of time and one-half.

(B) A maximum of one hundred eighty (180) hours may be accrued.

(C) Compensatory time shall be scheduled or taken off in accordance with the guidelines established in Section 12.5 of this Agreement.

SECTION 9.6 OVERTIME

(A) In the event that the need for overtime occurs in the fire department, overtime shall be accrued to members and shall be voluntary. An employee held over from his regular shift shall be paid for hours worked, with a minimum of one (1) hour. An employee who is required to work after leaving his regular shift shall be paid for a minimum of three (3) hours.

(B) The recall of employees shall be voluntary. All recalls shall be distributed and rotated equally in accordance with Section 9.7. The employer agrees to maintain a log to show the time of the call and the response from each person as to whether it was accepted, refused, no answer, sick, or vacation. Phone calls that reach an answering machine shall be considered a "no answer."

(C) If any emergency is declared by the Mayor, Safety Director, or Fire Chief, then recall shall be mandatory for all members and the normal overtime procedure shall be disregarded. A minimum of three (3) hours shall be paid for any emergency recall.

(D) Employees who attend mandatory off-duty meetings or training shall be paid for actual hours in attendance, with a minimum of two (2) hours.

(E) Non-mandatory attendance at meetings, training or other fire department activities with the approval of the Fire Chief shall be paid for the actual hours in attendance.

SECTION 9.7 OVERTIME PROCEDURE

The following procedure shall be utilized for the calling of officers in the Division of Fire for overtime coverage.

- (A) All hours worked by an employee in excess of fifty-six (56) hours shall be posted on a master list. This shall include training, inspections, call ins, shift coverage, meetings or any other reason that an officer works more than his regular scheduled shift.
- (B) This list shall include actual time worked.
- (C) This list shall also include the total number of hours that was available but was refused by an officer.
- (D) A running balance of the time shall be available consisting of that time actually worked or time refused.
- (E) Overtime shift coverage selection shall be from this list utilizing the officer with the least number of hours.
- (F) An officer on “injury Leave or Transitional Work” shall not be marked as a refusal.
- (G) No employee shall work overtime on the same platoon that they are assigned to work.
- (H) The overtime list shall be maintained by the Central Station Lieutenant and made available for inspection by any Officers Association member when requested.
- (I) The call-in procedure may be changed if the labor-management committee can work out a mutually agreeable procedure.

ARTICLE 10
GRIEVANCE PROCEDURE

SECTION 10.1 STEPS IN THE GRIEVANCE PROCEDURE

Except as modified within this Agreement, grievances shall be processed in the following manner:

STEP 1

1. A grievant shall make verbal contact with his immediate supervisor within five (5) calendar days, or two (2) work days, whichever is later, from the date of the occurrence of the action giving rise to the grievance.
2. The immediate supervisor will give a verbal reply to the grievance within five (5) calendar days from the date the grievance was verbally submitted.
3. The object of this step is to informally resolve the complaint before it becomes a formal grievance; therefore any other parties shall be excluded from the meeting between the grievant and his immediate supervisor, except that the grievant may have a union representative if so desired.
4. A grievance which is not satisfactorily settled at Step 1 of the Grievance Procedure shall be taken to Step 2.

STEP 2

5. A grievant who is not satisfied with the decision at Step 1 of the Grievance Procedure shall file a written grievance with the Fire Chief.
6. The employee must file his grievance on the *Grievance Form* provided within five (5) calendar days or two (2) work days, whichever is later, after the reply at Step 1 has been given.
7. The grievance shall be filed with the Fire Chief by any method designed to insure receipt. If the grievance is mailed, the grievance shall be deemed filed on the day of mailing, as shown by the postmark on the envelope.
8. The City has the right to seek out and request additional information to that presented in the Grievance Notice in order to amicably handle the matter as expeditiously as possible.
9. The Fire Chief shall have seven (7) calendar days to submit an answer in writing to the Officers Association and the grievant.

SECTION 10.1 (Cont.)

STEP 3

10. Should the grievant decide that the reply of the Fire Chief is unsatisfactory; the grievant shall, within five (5) calendar days, or two (2) work days, whichever is later, state the nature of the grievance to the City's Public Safety Director or his designated representative. The grievant may submit the grievance to the Public Safety Director by any method to insure receipt. If the grievance is submitted by mail the submission shall be deemed made on the date of mailing as shown by the postmark on the envelope.
11. The City's Public Safety Director, or his designated representative, shall arrange a hearing between the grievant, the Officers Association and the City within fifteen (15) calendar days unless otherwise mutually agreed to.
12. The City may require the hearing to be held outside of normal work hours, and no additional pay shall be rendered.
13. The Public Safety Director shall have ten (10) calendar days from the date of the hearing to submit an answer in writing to the Officers Association and the grievant. If the answer is not satisfactory, arbitration must be requested in writing within ten (10) calendar days from the receipt of the Step 3 answer.

SECTION 10.2 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 10.3 MUST BE PERSONAL GRIEVANCE

An employee may file only his personal grievance. The aggrieved employee must personally sign all written grievances. No grievance will be processed without the aggrieved employee's signature.

SECTION 10.4 GRIEVANCES OF NON-ASSOCIATION EMPLOYEES

When a grievance proceeding is held on an individually filed grievance by a non-association employee, the Officers Association shall receive notification when the grievance is filed and shall also receive notification of the final disposition of the grievance and shall be entitled to be present at the adjustment of any such grievance.

SECTION 10.5 LIMIT ON APPLICABILITY OF GRIEVANCE DECISION

A final decision reached in either of the first two (2) steps of the grievance procedure, shall be applicable to that grievance only.

SECTION 10.6 OFFICERS ASSOCIATION'S RIGHT TO WITHDRAW GRIEVANCES

The Officers Association may refuse to process, may abandon, or may settle grievances jointly with the City, respective of the aggrieved employee's attitude.

SECTION 10.7 PARTIES MUST FOLLOW PROCEDURES

If the grievant fails to exhaust its remedies under the grievance procedure or to abide by the time limits with respect to each step, the grievance shall be deemed dropped and 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 further grievances arising out of the same set of facts or circumstances.

If the party filed against 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 ten (10) calendar days from any missed deadline in third step procedures.

SECTION 10.8 PRESENTATION OF WITNESSES

Either party may present witnesses. Employees who are appearing as witnesses for the Officers Association may take time off without loss of pay if the hearing occurs during their normal work hours. Witnesses may be subject to cross examination.

SECTION 10.9 CITY OR OFFICERS ASSOCIATION MAY FILE A GRIEVANCE

The City or the Officers Association shall have the right to put its grievances through the established grievance procedure. Initiation of any such grievance by the Officers Association shall be undertaken at Step 2 of the Grievance Procedure. For a grievance filed by the City, Step 2 shall be a written grievance from the City to the President of the Officers Association within five (5) calendar days of the alleged contract violation. The President of the Officers Association, or his designee, shall have fifteen (15) days to make a written response. Any party may advance the grievance to Step 3 of this grievance procedure and, if dissatisfied with the Step 3 answer, to arbitration in accordance with Article 11.

SECTION 10.10 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 10.11 GRIEVANCES 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 have arisen, to settle them informally and expeditiously at the lowest practicable level of the grievance procedure.

SECTION 10.12 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 difference, 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 10 and the arbitration procedure outlined in Article 11 shall constitute the sole recourse for the settlement of disputes involving the interpretation, application or enforcement of the terms of this Agreement.

SECTION 10.13 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 Officers Association representative shall be given time off with pay during working hours at the sole discretion of the City.

SECTION 10.14 ELIMINATION OF PROVOCATIVE LANGUAGE AND PUBLICITY

The grievance complaint shall set forth all the facts necessary to understand the issues involved, and 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 Officers Association shall avoid publicizing any grievance or complaint prior to the final determination of the issue.

SECTION 10.15 PARTICIPATION BY OTHER REPRESENTATIVES

Upon the request of either party, additional representatives may attend hearings conducted at Step 3 of the Grievance Procedure.

SECTION 10.16 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, the grievance shall be taken up directly at Step 3 of the Grievance Procedure. The hearing at Step 3 of the Grievance Procedure shall be held within fifteen (15) days of the receipt of the grievance, unless otherwise mutually agreed to. An employee who is discharged, or otherwise disciplined, must file a grievance within ten (10) calendar days of the receipt of the notice of dismissal, or other discipline, if he desires to contest his dismissal.

SECTION 10.17 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 (2) appeal systems shall be considered to be a waiver of the right to utilize the other system. Both the Civil Service Commission and the duly appointed arbitrator must honor the requirements of this section.

ARTICLE 11
ARBITRATION

SECTION 11.1 LIMITS ON ARBITRATION

(A) Only disputes and differences involving the interpretation application or enforcement of the terms of this Agreement, or of the work rules may be arbitrated.

(B) If one of the parties is of opinion that a grievance concerning the interpretation or application of the contract is not subject to arbitration, the arbitrator shall first decide whether the grievance upon which arbitration has been requested raises issues to arbitration.

SECTION 11.2 LIMITS ON ARBITRATOR'S AUTHORITY

(A) Except to the extent authorized by this Agreement, 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 or charter 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 shall not change wage rates already in effect within this Agreement.

(C) No award of any arbitrator shall be retroactive for a period prior to the time period for the filing of a grievance.

(D) No arbitration determination or award shall be made by any arbitration which grants any right or relief for any period of time whatsoever prior to the execution date of this Agreement, provided, however, that an arbitrator may grant rights or relief in any grievance/arbitration which arose from conduct alleging a violation of language contained in a prior agreement.

(E) The arbitrator is prohibited from mediating (negotiating a settlement of) the dispute but must restrict himself to hearing the facts and deciding the issue's merits. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issue not so submitted to him, or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The parties shall not cite and the arbitrator shall not consider any contract article or issue not cited in the submission agreement pursuant to Section 11.7 herein.

SECTION 11.2 (Cont.)

(F) The arbitrator may not modify, detract from, or alter the provisions of the contract, nor substitute his discretion for management's discretion provided by law.

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

(H) An arbitration award shall not be used as the sole precedent for any subsequent case.

(I) The arbitrator shall reduce his award to writing and state his reason for reaching the award, unless both parties agree in writing that this is not necessary. Copies of the award shall be forwarded to both parties.

SECTION 11.3 TIME LIMIT FOR REQUESTING ARBITRATION

Arbitration must be requested in writing within ten (10) calendar days from the date of the receipt of the decision that was rendered at the last step of the grievance procedure.

SECTION 11.4 EXHAUST GRIEVANCE PROCEDURE

The grievance procedure must be exhausted before going to arbitration, unless both parties agree to skip one or more of the steps.

SECTION 11.5 DELIVERY OF DEMAND FOR ARBITRATION

Should the Officers Association demand arbitration, it shall give written notice to the City of Zanesville's Public Safety Director. Such demand shall be signed by the authorized representative of the Officers Association. Should the City of Zanesville demand arbitration, it shall give written notice to the authorized representative of the Officers Association. Such demand shall be signed by the City of Zanesville's Public Safety Director. 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 employee(s) involved

SECTION 11.6 SELECTING THE ARBITRATOR

Within ten (10) days of the delivery of the demand for arbitration, a joint written request, instigated by the party demanding arbitration, shall be made to the Federal Mediation and Conciliation Service 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 alternately strike names each from the list. The person whose name remains on the list after six (6) have been stricken shall be the arbitrator. The Federal Mediation and Conciliation Service shall be advised of the choice of the parties and request that such arbitrator be assigned to that grievance.

SECTION 11.7 SUBMISSION AGREEMENT

The Officers Association 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 11.8 NUMBER OF GRIEVANCES TO BE HEARD AT ONE TIME

The arbitrator shall hear only one (1) grievance at a time unless both parties agree to consolidate two (2) or more grievances.

SECTION 11.9 WITHDRAWAL OF A DISPUTE

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

SECTION 11.10 RIGHT OF ARBITRATOR TO ENGAGE IN TECHNICAL ASSISTANCE

The arbitrator is empowered 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.

SECTION 11.11 COST SHARING

Expenses charged by the arbitrator shall be borne by both parties equally. However, expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expense associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required.

SECTION 11.12 PAYMENT FOR TIME LOST ATTENDING ARBITRATION HEARING

Employee grievants, Association officials, and witnesses for the Officers Association shall be paid for time lost during regular working hours for attending arbitration hearing.

SECTION 11.13 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 11.14 DAMAGES

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

SECTION 11.15 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. All rights to appeal to a court of competent jurisdiction as provided by the Ohio Revised Code are recognized and not abrogated.

SECTION 11.16 LIMITATION ON BINDING EFFECT OF AWARDS

It is understood and agreed that no arbitration decision made hereunder shall constitute a binding precedent with respect to any renewal of an existing contract or making of a new contract between the Officers Association and the City.

ARTICLE 12
VACATION/HOLIDAYS

SECTION 12.1 LENGTH OF VACATION

(A) Effective each January 1st of each year, Officers shall be credited with three hundred sixty (360) hours of vacation.

SECTION 12.2 METHOD OF COMPENSATION

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

SECTION 12.3 VACATION INCREMENTS

Vacation shall be charged in hourly increments, with a minimum use of four (4) hours.

SECTION 12.4 ACCUMULATION OF VACATION

Employees occupying the position classification of Assistant Fire Chief may carry over 540 hours of vacation to a new year. Employees occupying the position classification of Fire Lieutenant may carry over 72 hours of vacation to a new year, except that employees with nineteen (19) or more years of service may carry over 540 hours. Officers will not be allowed to take money in lieu of vacation.

SECTION 12.5 VACATION IN ADVANCE PROHIBITED

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

SECTION 12.6 OFFICERS NOT ON ACTIVE PAYROLL

Employees not on active payroll are not entitled to vacation pay.

SECTION 12.7 CHANGE OF SCHEDULED VACATION

A vacation period, once scheduled may not be changed or postponed except with the prior approval of the Fire Chief.

SECTION 12.8 PAYMENT FOR VACATION UPON SEPARATION

Officers who leave the employment of the City shall receive a one-time cash payment for accrued vacation leave, if the separation was under honorable circumstances. In the event of the death of an officer, payment shall be made to the surviving spouse or, if there is no surviving spouse, to the member's estate.

SECTION 12.9 PERSONAL HOLIDAYS

(A) Fire Lieutenants will receive one (1) twenty-four (24) hour personal holiday per year. This day may not be split.

(B) Assistant Fire Chiefs will receive two (2) twenty-four (24) hour personal holidays per year. These days may not be split.

(C) Personal holidays cannot be carried over to the next year.

SECTION 12.10 HOLIDAY PAY

(A) In recognition that officers are required to work on national holidays, the holidays that are recognized in this section shall be paid at one and one-half (1 ½) times their normal rate of pay.

- 1) New Year's Day
- 2) Martin Luther King Day
- 3) President's Day
- 4) Memorial Day
- 5) Independence Day
- 6) Labor Day
- 7) Columbus Day
- 8) Veterans' Day
- 9) Thanksgiving Day
- 10) Christmas Day

(B) For purposes of computing compensation for continuous service personnel, the actual date of the holiday shall be used rather than the day the holiday is observed.

(C) Employees shall receive premium pay, (1 ½ times regular rate) only when required to work on the actual holiday.

(D) Overtime hours worked on established holidays shall be paid at double-time (two times the regular rate of pay).

ARTICLE 13
INSURANCE SCHEDULE

SECTION 13.1 INSURANCE

(A) The City of Zanesville shall provide a health insurance plan for the employee and eligible family members.

(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 shall receive up to an \$1,200.00 stipend or an equal amount in reduced payroll deduction 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 can also remain on the City's plan under secondary coverage.

SECTION 13.2 CONTENT OF INSURANCE PLAN

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

(B) Cost sharing under the basic medical and major medical sections of the health plan shall be as follows:

- (1) For the years 2013 and 2014, the payroll deduction for health coverage shall not exceed 7 ½% of the fully funded rates provided to the City by the plan's third party administrator at the annual plan renewal. For 2013 the deduction each pay period shall be \$22.45 for single coverage and \$52.70 for family coverage. The annual adjustment in 2014 may not exceed 10% of the previous year's deduction. For the year 2015, the payroll deduction for health coverage shall not exceed 10% of the fully funded rates nor shall it exceed by more than 10% what the 2014 payroll deduction would have been if the agreed to percentage of funding rates had been 10% in 2014.
- (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 coinsurance shall be 90%.

SECTION 13.2 CONTENT OF INSURANCE PLAN (Con't)

(4) The annual in-network out-of-pocket maximum shall be \$800 per individual, including deductible. The annual out-of-network out-of-pocket maximum shall be \$1,600 per individual, including deductible.

(C) Co-pays under the prescription plan shall be determined as follows:

	<u>2013</u>	<u>2014</u>	<u>2015</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.

(D) 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.

(E) While an employee is on Workers' Compensation as a direct result of his/her employment with the City, the City shall continue to pay his/her insurance premiums for up to one year, provided the employee continues paying his/her share of the insurance cost.

SECTION 13.3 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 13.4 LIFE INSURANCE POLICY

The City of Zanesville shall provide and pay for a \$30,000 life insurance policy for employees which may be converted upon separation of employment at the employee's expense. It is the employee's responsibility to notify the City of a change in the policy's beneficiary.

SECTION 13.5 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 10.16. 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 14
SICK/INJURY LEAVE

SECTION 14.1 ACCUMULATION OF SICK LEAVE

Each Fire Officer shall accumulate sick leave with pay at the rate of 4.6 hours for each eighty (80) hours worked. Accumulation of sick leave shall be unlimited.

SECTION 14.2 USES OF SICK LEAVE

(A) A Fire Officer may use sick leave:

- (1) In case of his own illness, injury, or exposure to contagious disease
- (2) For attendance upon members of his household whose illness or injury requires the care of the employee if no other competent adult is available to care for the household member
- (3) in the event of death in the employee's immediate family, provided that a maximum of two days (2) days of sick leave may be used for this purpose unless a funeral is located a minimum of three hundred (300) miles from Zanesville; then, the Fire Chief may exercise his discretion in granting additional days as he deems necessary and to meet the operating requirements of the City. To be eligible for sick leave pay for an out of town funeral, the officer must submit proof of the funeral location and the time of the funeral to the City Payroll Clerk no later than three (3) days after returning to work.

(B) As used in this section, the term "household" shall mean two (2) 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.

(C) When sick leave is used; it shall be deducted from the officer's credit on the basis of one (1) hour for every hour of absence from previously scheduled work.

(D) An officer may transfer up to fifty-six (56) hours of sick leave to another officer, provided the following criteria are met:

- (1) The Fire Officer wishing to transfer sick leave must maintain a balance of not less than 400 hours after said transfer occurs.
- (2) The officer wishing to accept the transfer of sick leave must have a balance of zero (0) sick leave hours resulting from the personal use of sick leave, in accordance with section 14.2(A) above.
- (3) An officer may receive no more than 560 hours of transferred sick leave in a year. Said year shall be a rolling year commencing on the day the employee first uses any transferred sick leave.

The right to develop rules and procedures to administer this section 14.2(D) shall reside with the City.

SECTION 14.3 REQUEST FOR SICK LEAVE PAY

Employees who are absent must request sick leave pay in writing upon returning to work. In the written request, on a form provided by the Fire Chief, 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 one (1) work day. The Fire Chief may require an employee to furnish a doctor's certificate for an absence of one (1) day if he has reason to believe that the use of sick leave is being abused.

SECTION 14.4 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 separation 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 separation. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee. The maximum payment shall be 750 hours.

(B) In the event a Fire Fighter dies or is permanently disabled:

- (1) The 10 year service requirement shall be waived
- (2) Payment shall be made to the estate of the deceased.

SECTION 14.5 MINIMUM SERVICE FOR SICK LEAVE

No employee shall be entitled to receive sick leave with pay until he has been continuously employed for a period of six (6) months. Upon completion of this six (6) month period, the employee shall be credited with his accrued sick leave.

SECTION 14.6 SICK LEAVE PAID AT BASE RATE

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

SECTION 14.7 INJURY LEAVE

(A) Twenty (20) twenty-four hour work days of injury leave will be allowed with pay if an officer is injured while working in the capacity of a Fire Officer. 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.

(B) In order to reduce its worker's compensation premium, the City may institute a wage continuation policy for employees on worker's compensation in addition to the injury leave provided herein.

SECTION 14.8 SICK LEAVE RECIPROCIITY

Each full-time employee with more than one (1) year of service who works a fifty-six hour work schedule when averaged over a three (3) week period shall have the option of receiving payment in cash for unused sick leave hours at the end of the of the payroll year, providing such employee was entitled to sick leave benefits during said 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>
0-24	56
25-36	28
37-56	12
57 or more	0

(1) Any disallowance of sick leave credit shall be considered as hours of sick leave taken during the year for the purpose of computing paid sick leave hours.

(2) Each eligible full-time employee may elect to receive 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 hourly rate in effect on the last day of the final pay period of the previous year.

(3) For the purposes of this section, sick leave (not to exceed 24 hours) transferred in accordance with Section 14.2 (D) or used as funeral or bereavement leave pursuant to Section 14.2 (D) or used as funeral or bereavement leave pursuant to Section 14.2 (A) (3) shall not be considered as sick leave used.

SECTION 14.9 ABUSE OF SICK LEAVE

Any abuse of the sick leave privilege including malingering, falsifying of sick leave, the patterned use or overuse of sick leave, or violation of any provision of this article shall be just and sufficient cause for disciplinary procedures pursuant to Article 28 of this agreement.

ARTICLE 15
CLOTHING ALLOWANCE

(A) Newly promoted officers:

(1) Lieutenants shall receive two (2) short sleeve light blue shirts and two (2) long sleeve light blue shirts. They will also receive all the necessary uniform brass that is part of their uniform.

(2) Assistant Chiefs shall receive two (2) short sleeve white shirts and two (2) long sleeve white shirts. They will also receive all the necessary uniform brass that is part of their uniform.

(B) Dress uniforms shall be replaced at the discretion of the Fire Chief.

(C) The City shall continue to provide firefighting turn out gear and all protective clothing and devices.

(D) Each year of the contract, the City will provide each officer with four (4) pair of pants , two (2) short sleeve shirts, two (2) long sleeve shirts or any combination of shirts that total four (4).

(E) Each year officers will receive an additional allowance for accessory items that are required by the dress code. The said allowance will be \$350.00 per year with that amount being paid in two (2) equal payments one (1) in January and one (1) in July. The checks will be separate from payroll checks.

(F) If the State mandates changes in clothing attire, the City and the Officers Association shall meet no later than sixty (60) days after such mandate to discuss the changes.

(G) Clothing allowance in non-accumulative.

(H) The Fire Chief, at his sole discretion, shall approve items to be purchased. The Fire Chief shall implement policies relating to the clothing allowance.

ARTICLE 16
BULLETIN BOARD

Bulletin boards specified by the City may be used by the Officers Association for:

- (1) Notice of Officers Association recreational and social affairs.
- (2) Notice of Officers Association nominations and elections.
- (3) Notice of Officers Association appointments and results of elections.
- (4) Notice of Officer Association meetings.

There shall be no other general distribution or posting by employees of pamphlets, advertising, political matter, notices, or any kind of literature upon City property other than as herein provided.

ARTICLE 17
OFFICERS ASSOCIATION REPRESENTATION

SECTION 17.1 LISTING OF OFFICERS ASSOCIATION REPRESENTATIVES

The Officers Association shall furnish the City with a written list of its Officers and representatives within five (5) days after their designation and notify the City in writing within five (5) days of any change in such officers and /or representatives.

SECTION 17.2 GRIEVANCE COMMITTEE

(A) The members of the Officers Association shall select a grievance committee composed of two (2) persons.

(B) The Officers Association shall elect one (1) person from among the two (2) members of the grievance committee to act as chairman of said committee.

(C) Grievance committee members must be employees of the City of Zanesville Fire Department.

SECTION 17.3 ACCESS TO CITY PREMISES BY ASSOCIATION REPRESENTATIVES

The Officers Association Chairman shall be allowed on the City premises and work areas. Such visits must be prearranged with the Fire Chief or his authorized representative and conducted so as to avoid interference with the operation of the Fire Department.

SECTION 17.4 NO INTERFERENCE WITH ASSOCIATION REPRESENTATIVES

The City will in no way interfere with, hinder, or influence officers and other association representatives in the administration and performance of their association 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 17.5 THE OFFICERS ASSOCIATION FINANCIAL LIABILITY FOR ACTIVITIES ON CITY PREMISES

The Officers Association agrees that it 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 Association activities and meetings conducted on City premises.

SECTION 17.6 CONDUCTING OFFICERS ASSOCIATION ACTIVITIES ON CITY PREMISES

Except as may otherwise be provided in this Agreement, the Officers Association activities shall be conducted by employees after normal work schedule has been completed.

SECTION 17.7 COERCION OF GRIEVANCES

The Officers Association representatives are prohibited from coercing members into filing grievances. It is understood that advising members of their rights, including their right to file a grievance, and representing members, does not constitute coercion.

ARTICLE 18
MANAGEMENT’S RIGHTS

SECTION 18.1 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 18.2 LEGAL AUTHORITY

Unless expressly stated in this Agreement, nothing contained in this Agreement shall alter the authority conferred by state and federal laws, ordinances, resolutions upon any City Official, or in any 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 that they are applicable in the exercise of authority conferred upon them by law.

SECTION 18.3 SPECIFIED RIGHTS

Management retains the right to:

- (A) Direct the work of its employees including but not limited to the assignment, stationing, and duties.
- (B) To hire, promote, demote, transfer, assign, and retain employees in positions within the public agency.
- (C) To suspend or discharge employees for proper and just cause.
- (D) To maintain the efficiency of governmental operation.
- (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.
- (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 18.4 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 any 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 18.5 THE OFFICERS ASSOCIATION RECOGNITION OF MANAGEMENT RIGHTS

The Officers Association hereby recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities and the powers or authority which the City has not officially abridged, delegated, or modified by this Agreement are retained by the City. The Officers Association 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 the law and in fulfilling its responsibilities under this Agreement.

SECTION 18.6 DUTIES COVERED BY JOB DESCRIPTIONS

(A) Job Description of a Fire Lieutenant

(1) Per the Civil Service Commission's job description.

(B) Job Description of an Assistant Fire Chief

(1) Per the Civil Service Commission's job description.

(C) Desired knowledge, abilities, and skills:

- (1) Knowledge of streets and City's physical layout.
- (2) Ability to lead and make decisions in emergency situations.
- (3) Good knowledge of fire and EMS techniques.
- (4) Good working relationship with other officers and City Officials.

SECTION 18.7 NONDISCRIMINATION

The City, in exercising its management's rights, will not discriminate against employees because of his membership or non-membership in The Officers Association.

SECTION 18.8 MANAGEMENT'S RIGHT CLAUSE NOT SUBJECT TO GRIEVANCE OR ARBITRATION

The Management's Rights Clause of this Agreement shall not be subject to grievance or arbitration, except for Section 18.6(B) only. The purpose for allowing Section 18.6(B) to be grievable relates to the reasonableness of such non-fire related duties, not the fact that duties are non-fire related.

ARTICLE 19
ZANESVILLE PROFESSIONAL FIRE OFFICERS ASSOCIATION
CONSTITUTION AND BYLAWS

In case there is conflict between any part of this Agreement and the Constitution or Bylaws of the Zanesville Professional Fire Officers Association, the Agreement provisions shall prevail.

ARTICLE 20
PHYSICAL EXAMINATION

(A) Each employee shall on an annual basis undergo a physical examination under the guidelines established by Worker's Compensation or the Zanesville/Muskingum County Hazmat Team. Said exam will be at the City's expense. In addition, nothing contained in this Article shall prevent the City from requiring a physical examination at any time for just cause.

(B) The City shall pay for flu shots, tetanus combination shots, booster shots, Hepatitis B, TB skin test, AIDS testing (if there is reason to believe the employee was exposed to HIV virus on the job) and TB X-rays for Officers volunteering to participate in the program. The City shall not be obligated to pay for the aforementioned if coverage is provided by Worker's Compensation. The City will attempt to schedule the flu shots during September or October of each year and the tetanus combination shots and TB skin tests during the first quarter of each year. The TB X-ray will be scheduled when the X-ray units are located at the Rambo Health Center or in the area.

(C) The City shall provide additional immunization shots if in the Chief's opinion it is job related.

(D) In the event an Officer is exposed to an infectious, contaminated, or hazardous material during the course of duties, the City agrees to pay one hundred (100) percent of the cost of any required treatment in order to prevent illness or disability from such exposure. The City shall not be obligated to pay for the aforementioned if coverage is provided by worker's compensation.

ARTICLE 21
TRAINING AND EDUCATION

SECTION 21.1 FIRE DEPARTMENT RELATED TRAINING

(A) Approved training and education related to the Fire Department's activities shall be paid for by the City of Zanesville.

(B) For Officers attending required training sessions, meals that are included in the cost of the program will be paid on the invoice to the program provider. Other meals will be reimbursed to the individual with receipts only if the program is a required overnight stay.

(C) Officers who use their own vehicles to attend required training sessions outside city limits will be reimbursed for travel mileage only if the training session requires an overnight stay, otherwise Officers may use one of the City's pool cars for travel.

(D) Officers who attend city approved training courses on a scheduled day off shall receive pay or compensatory time off. The City shall pay for time actually spent in the training session. The City shall pay for driving time only if attendance is mandatory.

ARTICLE 22
WORKING CONDITIONS

SECTION 22.1 PROTECTION OF EMPLOYEE SAFETY AND HEALTH

The City will continue to make reasonable provisions for the safety and health of its employees. The Officers Association 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 Officers Association 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 the City property and equipment safe, sanitary, and dependable.

SECTION 22.2 METHOD OF REPORTING SAFETY PROBLEMS

Any safety report submitted by representatives of The Officers Association or by petition of members of The Officers Association shall be on a type-written sheet of paper approximately 8 1/2" X 11". Management agrees to evaluate such reports and report to the Fire Department Safety Committee within fifteen (15) days and address the situation in an expeditious manner.

SECTION 22.3 EMPLOYEES REQUIRED TO USE PROTECTIVE CLOTHING AND EQUIPMENT

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

SECTION 22.4 REMOVAL OF PROTECTIVE DEVICES

Any employee who removes or impedes the efficiency of a protective device without the prior approval of the Fire Chief, Deputy Fire Chief or Assistant Fire Chief shall be subject to disciplinary action.

SECTION 22.5 CHARGE FOR LOSS OR WILLFUL DESTRUCTION BY THE EMPLOYEE

Any employee who willfully loses or destroys any protective equipment, device, or article of wearing apparel shall reimburse the City for the cost of such item.

SECTION 22.6 INJURIES AND FIRST AID

A standard first aid kit furnished by the City shall be kept in convenient location to meet any emergency that may arise but any injury or accident, however minor, shall be immediately reported to the Fire Chief, Deputy Fire Chief or Assistant Fire Chief.

SECTION 22.7 LIVING CONDITIONS

The City shall be responsible for supplying and maintaining furnishings (such as beds, chairs, etc.) and kitchen appliances (such as stove and refrigerator) in all fire stations. The Officers Association or its members shall be permitted to have and maintain radios and televisions in the fire stations for the use of the members.

SECTION 22.8 LOSS OF PERSONAL ARTICLES

Personal articles which are destroyed, damaged or lost while the member is on an emergency run shall be replaced or repaired by the City to the extent the destruction, damage or loss is not covered by the City's insurance plan or the member's personal insurance plan. Replacement or repair of personal articles shall be approved by the Fire Chief, and the destruction, loss or damage must be reported to the member's supervisor within a reasonable time of completion of the emergency run. Personal articles shall include eyeglasses, contacts, watches, dentures, and any other articles approved by the Fire Chief. The City shall not be required to pay more than \$75.00 for a watch and \$300.00 for the replacement or repair of eyeglasses or contacts, \$600.00 for dentures, and \$1,500.00 for hearing aids. Payment for replacement or repair of personal articles may be made either by reimbursing the employee upon proof of purchase or when directly billed a pre-approved amount by a vendor.

SECTION 22.9 SPECIAL GLASSES

The City shall provide to members requiring prescription glasses the special glasses (frames and lenses) for use in SCBA air masks. Only one (1) set of special glasses per member shall be provided during the life of this contract, unless the glasses are damaged or broken on the job.

ARTICLE 23
SENIORITY

SECTION 23.1 DEFINITION OF SENIORITY

Seniority is defined as the length of service of an employee beginning with the date of hire when dealing with layoffs.

SECTION 23.2 APPLICATION OF SENIORITY

Seniority shall be applicable in the following situations:

- (1) Vacation Preference
- (2) Layoff or Recall
- (3) Demotion for lack of work

Seniority shall not be applicable to temporary or acting promotions. Selection shall be made from the top of the most recent eligibility list for Assistant Fire Chief or Deputy Fire Chief, even if the list has expired. The City may establish a new eligibility list at any time after the previous eligibility list's expiration but shall establish a new list no later than two (2) years after expiration of the old list.

SECTION 23.3 SENIORITY LISTS

A seniority list shall be prepared and posted each January 15th showing seniority for each employee. Officers who are not part of the Officers Association shall be included in the list.

Any seniority list prepared by the City shall be considered correct if no objections are filed within fifteen (15) calendar days from the date of posting of such list.

SECTION 23.4 EQUAL SENIORITY

In the event two (2) Officers 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 23.5 LAYOFF

Whenever, for any reason, it becomes necessary or expedient to reduce the work force Officers shall be laid off in the order of their seniority with the employee having the least seniority laid off first then continuing in like manner until the required reduction in work force has been accomplished. Officers Association members will have the right to bump into a lower rank if their seniority qualifies. Employees shall be paid for all accumulated vacation and compensatory time at the time of layoff.

SECTION 23.6 LAYOFF BEYOND THREE YEARS

An employee who is laid off 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 23.7 RECALL

(A) Officers who are on layoff shall be recalled in reverse order of their layoff with the last Officer laid off being the first to be called back and continuing in like manner until the required number of Officers have been obtained. If an employee has bumped into a lower rank, he shall be reinstated to a vacancy in his prior rank before any employee is installed to a position in that rank.

(B) The City shall notify the Officer 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 fourteen (14) days after notice of recall. If said employee fails to report for work within fourteen (14) days after notice he shall be considered as having voluntarily resigned provided that illness incapacitating the employee from work or extended absence from home at the time of recall shall be sufficient excuse for not reporting for work if the City is informed of the excuse within twenty-four (24) hours after receipt of the notice of recall. An employee loses his right to recall and is considered to have voluntarily resigned if the employee has not notified the City of his correct address.

SECTION 23.8 EMERGENCIES

For Emergencies, the City may, at its option: (1) recall laid off employees, if any, or (2) work employees overtime.

ARTICLE 24
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 prevail pursuant to Ohio Revised Code Chapter 4117. If pursuant to such Chapter, the term or provision of this Agreement does not prevail, then such term or provision shall continue in effect only to the extent permitted by such law provided that such terms or conditions or parts cannot be amended to be applicable and valid under said federal, state, or local law or ordinance, or City charter provision. If at any time thereafter, such terms or provision is no longer in conflict with any of the aforementioned laws, ordinances or charter provisions, 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, ordinances, or charters, the provisions hereof involved shall remain in effect until the disputed matter is settled by the court or other authority having jurisdiction in the matter.

ARTICLE 25
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 26
WAIVER CLAUSE

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

ARTICLE 27
DISCIPLINARY PROCEDURE

No such employee shall be disciplined without just cause. Discipline shall be applied in a progressive manner and uniformly to all employees. Progressive discipline shall take into account the nature of the violation and the employee's record of discipline.

The principles of progressive disciplinary action will be followed, except when circumstances, as determined by the Fire Chief, warrant otherwise. Normal progressive discipline shall be applied as follows:

1. Oral Reprimand
2. Written Reprimand
3. Suspension (short term, which is 24 hours pay)
4. Suspension (long term, which is 48 hours pay)
5. Discharge

It shall be corrective and applied in a uniform manner. Any notation of an offense, in an employee's personnel file, shall be placed in a restricted file after one (1) year from the date of its insertion, unless there is a second same or similar offense by the same employee, within said one (1) year period. Such a second violation shall result in a written reprimand. Such a written reprimand shall be placed in a restricted file after one (1) year, unless there is a third same or similar offense, by the same employee, within said one (1) year period. Such a third violation within a one (1) year period shall require a pre-disciplinary hearing with the Safety Director.

If it is determined, by the Fire Chief, that only an oral or written reprimand is applicable, the Fire Chief shall notify the employee and the Officers Association of his intention and the time and place to receive the reprimand.

When it is determined by the Fire Chief that discipline beyond the level of a written reprimand is to be applied, then a pre-disciplinary hearing shall be held with the Safety Director presiding. The City agrees not to suspend without pay, or discharge an employee prior to such hearing. This hearing shall be held during normal business hours of the City within ten (10) calendar days after notice of the proposed disciplinary action has been provided to the employee. The employee has the right to be represented at the pre-disciplinary hearing.

ARTICLE 28
TRADES

The Officers Association members shall be allowed to trade shifts, provided that the members trading obtain written approval of the trade from their supervisors for trades of twelve (12) hours or more. Trades of less than twelve (12) hours will be reported to the shift supervisor but does not require written paperwork. The member who agrees to work that shift shall be responsible for such period of time. If the member scheduled to work as a result of a trade is ill, sick leave shall be charged to that member. Under no circumstances shall the trading of shifts result in overtime compensation.

ARTICLE 29
DRUG/ALCOHOL TESTING

SECTION 29.1 DRUG AND ALCOHOL TESTING PERMITTED

(A) Drug and Alcohol testing may be conducted on employee, (pre-hire, post-incident or reasonable suspicion).

(B) 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 29.2 DRUG SCREENING

(A) All drug screening tests shall be conducted by medical laboratories meeting the standards of 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. The procedures utilized by the employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in three (3) 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.

(B) If a drug screening test is positive, a confirmatory test shall be conducted utilizing the fluid from no more than two (2) of the three (3) containers collected in the manner prescribed above. 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 results 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 29.3 ALCOHOL SCREENING

Alcohol testing shall be done to detect employees at work under the influence of alcohol. 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 29.4 LIST OF LABS MAINTAINED

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

SECTION 29.5 TEST RESULTS

(A) The results of the testing shall be delivered to the employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results.

(B) The employer may suspend the employee without loss of pay before the time the results are complete.

SECTION 29.6 ACTION UPON POSITIVE RESULTS

(A) 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 leave for a period of the rehabilitation or detoxification. If no such leave is available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification.

(B) 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 for a period of one (1) year from his return to work.

(C) 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 29.7 REFUSAL OR POSITIVE RESULT

If the employee refuses to undergo a drug or alcohol screening, refuses rehabilitation or detoxification, or tests positive during retesting before returning to work or within one (1) year of returning, the employee shall be subject to disciplinary action up to and including termination of his employment.

SECTION 29.8 COST OF TESTING

Cost of all drug and alcohol screening tests shall be paid by the employer except that any test initiated at the request of the employee shall be at the employee's expense.

SECTION 29.9 CONFIDENTIALITY

All test 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 30
AUTOMATIC RENEWAL

SECTION 30.1 PROVISION FOR TERMINATION OR RENEWAL

This Agreement effective January 1, 2013, shall continue in full force and effect without change until December 31, 2015, with the exception of any section of the contract with a yearly renewal clause. If either party desires to terminate this Agreement, it shall give written notice of the termination not later than August 1, 2015. If neither party shall give notice to terminate hereinafter provided, the Agreement shall continue in effect from year to year after December 31, 2015, 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 August 1st, of the preceding 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 no later than August 1, 2015, or no later than any subsequent August 1st. Negotiations shall then proceed as specified in Ohio Revised Code Chapter 4117.

ARTICLE 31
PROMOTIONAL EXAMS

(A) To be eligible for the Assistant Fire Chief's examination a Lieutenant must have been in the rank of Lieutenant for at least one (1) year, and have completed his probationary period.

(B) To be eligible for the Deputy Fire Chief's promotional examination an Assistant Fire Chief must have been in the rank of Assistant Fire Chief for at least one (1) year and completed his probationary period.

(C) The eligibility list derived from such a promotional examination shall be effective for a two (2) year period.

(D) An Officer who, without good cause, fails to appear for a scheduled promotional exam that he had registered to take shall reimburse the City for the employee's share of the cost of the examination. If the employee fails to pay within two (2) weeks, the City may deduct the amount owed from the employee's pay.

ARTICLE 32
PHYSICAL FITNESS

SECTION 32.1 FITNESS CENTER MEMBERSHIPS

The City will contribute \$150.00 per participating employee each calendar year towards memberships in a mutually agreed fitness center. The following is the procedure for obtaining this benefit:

1. Annually, beginning the first week of January, the Officers Association will place a notice on the Officers Association bulletin board 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 \$150.00 toward the annual membership.
3. The health club or employee will be responsible for having an invoice into the City of Zanesville's Budget & Finance Director's Office by February 10th.
4. Payment will normally be made to the health club by the City after the February 10th deadline.

SECTION 32.2 PHYSICAL FITNESS PROGRAM

A voluntary physical fitness program is hereby established for the Officers. The program will consist of a series of physical fitness goals agreed upon annually by the Fire Chief and the Officers Association. A monetary performance incentive will be paid to employees meeting all the physical fitness goals satisfactorily.

The goals and promotion of the program shall be posted each year in March. Employees will have the opportunity to meet the goals via a test administered each year in September. The test will be observed by the Fire Chief or his designee and a designee of the Officers Association.

Each employee will get two (2) attempts to meet each goal of the fitness program and must meet each goal to pass the test. Employees passing the test will receive a performance incentive of \$300.00 payable prior to December 1st. If a Fire Lieutenant or Assistant Fire Chief fails to pass the test, that employee must undergo mandatory physical fitness training at the employees cost.

APPENDIX I
WAGES EFFECTIVE FIRST FULL PAY PERIOD IN JANUARY, 2013

FIRE LIEUTENANT

<u>Classification</u>	<u>Hourly Rate</u>
Upgrade	\$18.75
Probationary	\$20.53
Permanent	\$20.90

ASSISTANT FIRE CHIEF

<u>Classification</u>	<u>Hourly Rate</u>
Upgrade & Probationary	\$21.94
Permanent	\$22.38

APPENDIX II
WAGES EFFECTIVE FIRST FULL PAY PERIOD IN JANUARY, 2014 (1%)

FIRE LIEUTENANT

<u>Classification</u>	<u>Hourly Rate</u>
Upgrade	\$18.94
Probationary	\$20.74
Permanent	\$21.11

ASSISTANT FIRE CHIEF

<u>Classification</u>	<u>Hourly Rate</u>
Upgrade & Probationary	\$22.16
Permanent	\$22.60

APPENDIX III
WAGES EFFECTIVE FIRST FULL PAY PERIOD IN JANUARY, 2015 (1%)

FIRE LIEUTENANT

<u>Classification</u>	<u>Hourly Rate</u>
Upgrade	\$19.13
Probationary	\$20.95
Permanent	\$21.32

ASSISTANT FIRE CHIEF

<u>Classification</u>	<u>Hourly Rate</u>
Upgrade & Probationary	\$22.38
Permanent	\$22.83

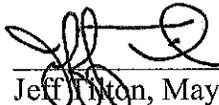
IN WITNESS WHEREOF, the parties hereto have set their hands this
9TH day of January , 2013.

FOR THE OFFICERS ASSOCIATION

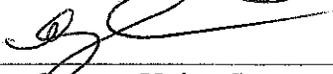
FOR THE CITY OF ZANESVILLE



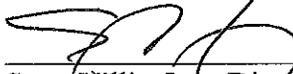
Bob Long, Union President



Jeff Tilton, Mayor

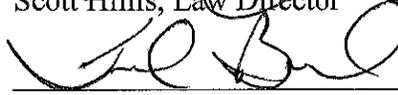


Les George, Union Secretary

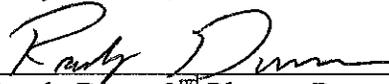


Scott Hillis, Law Director

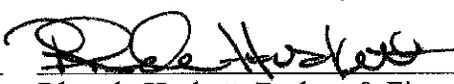
Andy Gardner, Union Vice President



Fred Buck, Public Safety Director



Randy Dunn, 2nd Platoon Rep.



Rhonda Heskett, Budget & Finance



Edmund Kinsel, 1st Platoon Rep.
