



02-02-16  
15-CON-05-1802  
1802-05  
K33099



*FIREFIGHTERS*  
*LOCAL #88*  
*LABOR AGREEMENT*

*01/01/2015 – 12/31/2017*

ZANESVILLE FIRE FIGHTERS, I.A.F.F. LOCAL #88  
TABLE OF CONTENTS

		<u>PAGE</u>
PREAMBLE .....		1
ARTICLE 1	<u>RECOGNITION</u>	
1.1	Exclusive Bargaining Agent.....	2
1.2	Rights of Individuals .....	2
1.3	No Discrimination or Coercion Based on Affiliation.....	2
1.4	Recognition Clause Applies to Employees .....	2
1.5	New Positions.....	2
ARTICLE 2	<u>LOCAL #88 DUES</u>	
2.1	Dues Checkoff Authorization.....	3
2.2	Dues Checkoff .....	3
2.3	Local #88 to Invoice City Treasurer.....	3
2.4	Remittance of Dues Monies .....	3
2.5	Change in Amount of Local #88 Dues .....	3
2.6	Refunds.....	3
2.7	Individual Employees Right to Revoke Checkoff Authorization.....	4
2.8	Preference Over Local #88 Dues.....	4
2.9	Indemnity Clause.....	4
2.10	Fair Share Fee.....	4
ARTICLE 3	<u>HOURS OF WORK</u>	
3.1	Regular Hours.....	5
3.2	Changes of Platoons .....	5
3.3	8-Hour Shift on February 29 .....	5
3.4	Lateness .....	5
3.5	Employees Relief .....	5
ARTICLE 4	<u>NO STRIKE OR WORK INTERRUPTIONS NO LOCKOUT</u>	
4.1	No Strikes or Lockout .....	6
4.2	Work Interruptions Prohibited.....	6
4.3	Affirmative Action .....	6
4.4	Crossing Picket Lines .....	6
ARTICLE 5	<u>NO MISREPRESENTATION</u> .....	7
ARTICLE 6	<u>JOINT COOPERATION</u> .....	8
ARTICLE 7	<u>PROBATIONARY PERIOD</u>	
7.1	Length of Probationary Period .....	9
7.2	Right to Discharge.....	9
7.3	Seniority .....	9

		<u>PAGE</u>
ARTICLE 8	<u>WAGES</u>	
8.1	Salaries, Wages, and Salary Ranges.....	10
8.2	Automatic Pay Increments .....	10
8.3	Longevity Pay.....	11
8.4	Overtime Pay.....	11
8.5	Compensatory Time .....	12
8.6	Overtime.....	12
8.7	Overtime Procedure.....	13
ARTICLE 9	<u>GRIEVANCE PROCEDURE</u>	
9.1	Steps in the Grievance Procedure.....	14
9.2	Definition of a Grievance .....	15
9.3	Must Be Personal Grievance .....	15
9.4	Grievances of Non-Union Employees.....	15
9.5	Limit on Applicability of Grievance Decision.....	15
9.6	Local #88's Right to Withdraw Grievances.....	16
9.7	Parties Must Follow Procedure .....	16
9.8	Presentation of Witnesses.....	16
9.9	City or Local #88 May File a Grievance .....	16
9.10	Management Prerogatives Excluded from the Grievance Procedure.....	16
9.11	Grievance to be Settled Expeditiously .....	16
9.12	Purpose of the Grievance Procedure .....	17
9.13	Processing and Investigation of Grievance .....	17
9.14	Elimination of Provocative Language and Publicity.....	17
9.15	Participation by State and/or International Representatives of the International Assoc. of Fire Fighters, AFL-CIO-CLC .....	17
9.16	Grievance Steps Eliminated Under Certain Circumstances.....	17
9.17	Employee's Right To Choose His Avenue Of Appeal.....	18
ARTICLE 10	<u>ARBITRATION</u>	
10.1	Limits on Arbitration.....	19
10.2	Limits on Arbitrator's Authority .....	19
10.3	Time Limit for Requesting Arbitration .....	20
10.4	Exhaust Grievance Procedure .....	20
10.5	Delivery of Demand for Arbitration.....	20
10.6	Selecting the Arbitrator .....	20
10.7	Submission Agreement.....	21
10.8	Number of Grievances to be Heard at One Time.....	21
10.9	Withdrawal of a Dispute.....	21
10.10	Right of Arbitrator to Engage Technical Assistance .....	21
10.11	Cost Sharing .....	21

10.12	Payment for Time Lost Attending Arbitration Hearing .....	21
10.13	Arbitrator Shall Arrange Hearings .....	21
10.14	Damages .....	22
10.15	Decision Final and Binding .....	22
10.16	Limitation on Binding Effects of Awards .....	22
ARTICLE 11	<u>VACATIONS/HOLIDAYS</u>	
11.1	Length of Vacation .....	23
11.2	Method of Compensation .....	23
11.3	Minimum Service Required .....	23
11.4	Vacation Increments .....	23
11.5	Vacation Preference.....	24
11.6	Accumulation of Vacation.....	24
11.7	Vacation in Advance Prohibited.....	24
11.8	Employees Not on Active Payroll .....	24
11.9	Change of Scheduled Vacation .....	24
11.10	Payment for Vacation Upon Separation .....	24
11.11	Holiday Pay .....	25
11.12	Personal Holiday.....	25
ARTICLE 12	<u>INSURANCE SCHEDULE</u>	
12.1	Insurance .....	26
12.2	Changes in Insurance Status.....	26
12.3	Paid Insurance While on Worker's Compensation .....	26
12.4	Life Insurance Policy.....	27
12.5	Insurance Grievances.....	27
12.6	Hazmat Physicals.....	27
ARTICLE 13	<u>SICK/INJURY LEAVE</u>	
13.1	Accumulation of Sick Leave .....	28
13.2	Uses of Sick Leave .....	28
13.3	Request for Sick Leave Pay.....	29
13.4	Termination of Employment .....	29
13.5	Minimum Service for Sick Leave.....	29
13.6	Sick Leave Paid at Base Rate .....	29
13.7	Injury Leave .....	30
13.8	Sick Leave Reciprocity .....	30
13.9	Abuse of Sick Leave.....	30
ARTICLE 14	<u>CLOTHING ALLOWANCE</u> .....	31
ARTICLE 15	<u>BULLETIN BOARD</u> .....	32
ARTICLE 16	<u>LOCAL #88 REPRESENTATION</u>	
16.1	Listing of Local #88 Representatives .....	33
16.2	Grievance Committee.....	33
16.3	Access to City Premises by Union Representatives .....	33

16.4	No Interference with Union Representatives .....	33
16.5	Local #88 Financial Liability for Activities on City Premises.....	33
16.6	Conducting Local #88 Activities on City Premises .....	33
16.7	Coercion of Grievances .....	34
16.8	Delegate to O.A.P.F.F. and I.A.F.F. Conventions.....	34
16.9	Union Time Off.....	34
ARTICLE 17	<u>MANAGEMENT'S RIGHTS</u>	
17.1	Management's Rights .....	35
17.2	Legal Authority .....	35
17.3	Specified Rights .....	35
17.4	Reserved Powers of the City .....	35
17.5	Local #88 Recognition of Management Rights.....	35
17.6	Job Descriptions .....	36
17.7	Nondiscrimination .....	36
17.8	Management's Right Clause Not Subject to Grievance or Arbitration.....	36
ARTICLE 18	<u>PHYSICAL EXAMINATION</u> .....	37
18.1	Fitness Center Memberships.....	37
18.2	Communicable Diseases/Immunizations.....	37
18.3	Physical Fitness Program.....	37
ARTICLE 19	<u>CONTRACTING OUT</u> .....	38
ARTICLE 20	<u>TRAINING AND EDUCATION</u>	
20.1	Fire Dept. Related Training.....	39
ARTICLE 21	<u>WORKING CONDITIONS</u>	
21.1	Protection of Employees Safety and Health.....	40
21.2	Method of Reporting Safety Problems.....	40
21.3	Employees Required to Use Protective Clothing and Equipment.....	40
21.4	Removal of Protective Devices .....	40
21.5	Charge for Loss or Willful Destruction by the Employees .....	40
21.6	Injuries and First Aid.....	40
21.7	Minimum Staffing .....	41
21.8	Living Conditions.....	41
21.9	Extreme Weather Conditions .....	41
21.10	Loss of Personal Articles.....	41
21.11	Special Glasses .....	42
ARTICLE 22	<u>SENIORITY/RESIDENCY</u>	
22.1	Definition of Seniority.....	43
22.2	Application of Seniority .....	43
22.3	Seniority Accumulation by Employees Not Having Permanent Status .....	43
22.4	Seniority Lists.....	43

	<u>PAGE</u>
22.5	Equal Seniority..... 43
22.6	Layoff..... 44
22.7	Layoff Beyond Three Years..... 44
22.8	Recall ..... 44
22.9	Emergencies..... 44
22.10	Health Insurance for Laid Off Employees ..... 44
22.11	Residency ..... 45
ARTICLE 23	<u>SAVINGS CLAUSE</u> ..... 46
ARTICLE 24	<u>WAIVER CLAUSE</u> ..... 47
ARTICLE 25	<u>DISCIPLINARY PROCEDURE</u> ..... 48
ARTICLE 26	<u>TRADES</u> ..... 49
ARTICLE 27	<u>DRUG/ALCOHOL TESTING</u>
27.1	Drug and Alcohol Testing Permitted ..... 50
27.2	Drug Screening ..... 50
27.3	Alcohol Screening..... 50
27.4	List of Labs Maintained ..... 50
27.5	Test Results ..... 51
27.6	Action Upon Positive Results ..... 51
27.7	Refusal or Positive Result ..... 51
27.8	Cost of Testing ..... 51
27.9	Confidentiality ..... 52
ARTICLE 28	<u>AUTOMATIC RENEWAL</u>
28.1	Provision for Termination or Renewal..... 53
ARTICLE 29	<u>PROMOTIONAL EXAMS</u> ..... 54
APPENDIX I	IAFF Proposed Wage Scale ..... 55
	<u>REOPENER AGREEMENT</u> ..... 56
	SIGNATURES..... 57

AGREEMENT BETWEEN  
LOCAL #88, INTERNATIONAL ASSOCIATION  
OF FIRE FIGHTERS, AFL-CIO-CLC  
AND  
THE CITY OF ZANESVILLE, OHIO

PREAMBLE

Pursuant to Ohio Revised Code Chapter 4117, this Agreement is entered into at Zanesville, Ohio and effective this first day of January, 2015, between the City of Zanesville, Ohio, hereinafter referred to as the "City" and Local #88, International Association of Fire Fighters, AFL-CIO-CLC, hereinafter referred to as "Local #88" on behalf of its members employed by the City of Zanesville, Ohio.

Both the City and Local #88 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 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 agreement with respect to rates of pay, hours of work and conditions of employment to be observed by the City, Local #88, 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

Local #88 is hereby recognized by the City as the exclusive bargaining agent for permanent uniformed City employees of the Fire Department holding the rank of Fire Fighter. It is understood that this Agreement shall not apply to probationary, temporary, part time, seasonal and emergency employees occupying the position classification of Fire Fighter.

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 Local #88. Local #88 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 union and non-union employees in fulfilling their responsibilities under this Agreement. Local #88 further agrees that neither it nor any of its officers or members will intimidate or coerce employees into membership in Local #88, 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 union.

(B) Local #88 shall accept and make available the right to join Local #88 and also provide representation, if requested, to all employees covered by this Agreement on a nondiscriminatory basis.

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.

ARTICLE 2  
LOCAL #88 DUES

SECTION 2.1    DUES CHECKOFF AUTHORIZATION

The City, where so authorized and directed by an individual employee in writing upon the Local #88 Authorization for Payroll deduction form, shall deduct Local #88 union dues each month from the wages of such employee and remit the same monthly to the Treasurer of Local #88 subject, however, to the terms and conditions listed below.

SECTION 2.2    DUES CHECKOFF

The city shall deduct from the wages earned during the last pay period of the month, the regular current monthly Local #88 membership dues, for each employee for whom Local #88 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    LOCAL #88 TO INVOICE THE CITY TREASURER

Local #88 will provide the City Treasurer 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 Treasurer in writing over the signature of the Treasurer of Local #88.

In the event there is a change in such list, the revised list shall be received by the City Treasurer on or before the Friday preceding the last day of the period if 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 Local #88.

SECTION 2.5    CHANGE IN AMOUNT OF LOCAL #88 DUES

Changes in the Local #88 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

Local #88 agrees to refund to the City any amounts paid to it in error on account of checkoff 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 "Local #88 Authorization for Payroll Deduction" form may revoke the same by giving written notice to the City and Local #88 within the period beginning December 16 and ending December 31 of any year during the term of the Agreement.

SECTION 2.8    PREFERENCE OVER LOCAL #88 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 Local #88 dues.

SECTION 2.9    INDEMNITY CLAUSE

In consideration of the City's deducting dues under the foregoing arrangement, Local #88 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 Local #88 or any of its duly authorized representatives.

SECTION 2.10    FAIR SHARE FEE

Effective January 1, 1991, all employees in the bargaining unit who, one year from date of hire, are not members in good standing of the union shall pay fair share fee to the union as a condition of employment.

The fair share fee amount shall be annually certified to the City by the Treasurer of the Local Union. 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 Union 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 Union 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 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    CHANGES 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 29, each leap year for the purpose of rotating holidays.

SECTION 3.4    LATENESS

Firefighters shall only receive pay for time actually worked.  
Firefighters who are late more than three times within a rolling six (6) month period will be subject to progressive discipline.

SECTION 3.5    EMPLOYEES RELIEF

Employees will not leave their post until relieved by an employee reporting for duty on the next regular shift who rides on or drives the same apparatus or until permission is given by the officer in charge or his Designee.

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. Local #88, 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

Local #88 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 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 picketing.

SECTION 4.3    AFFIRMATIVE ACTION

Union officers and representatives of the local are required to take affirmative action to try to prevent a wildcat strike by their members.

SECTION 4.4    CROSSING PICKET LINES

Employees may be required to go through picket line where 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, Local #88 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 five Union representatives and five City representatives. The committee shall meet to discuss any subject of mutual concern at the request of either party as circumstances may require, but in any event at least once each calendar quarter, unless waived by mutual consent of the parties. 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 Union and the City.

With fifteen (15) days of the execution of this Agreement the Director of Public Safety and the Union President shall exchange the names of the members of their respective committees. During the term of the Agreement, substitution of committee members shall be allowed as circumstances require. Union representatives of the labor management committee who attend meetings of the committee on off duty hours shall be entitled to compensatory time in accordance with Section 9.6 (E) of this Agreement.

ARTICLE 7  
PROBATIONARY PERIOD

SECTION 7.1    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. 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 7.2    RIGHT TO DISCHARGE

The city retains the right to discharge new employees at any time during the probationary period in accordance with Section 124 of the Ohio Revised Code and the discharge may not be made subject of a grievance either by the employee or by the Local #88; however, Local #88 will be given written notice when probationary employees are discharged. 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.

SECTION 7.3    SENIORITY

Seniority shall run retroactively from the date of hire, once the employee has completed his probationary period.

ARTICLE 8  
WAGES

SECTION 8.1 SALARIES, WAGES, AND SALARY RANGES

(A) Effective the first day of the first full pay period of 2015 the salaries, wages and salary ranges for the position classification of Fire Fighter for the year 2015 shall be in accordance with those set forth in Appendix I.

(B) Effective the first day of the first full pay period of 2016 the salaries, wages and salary ranges for the position classification of Fire Fighter shall be in accordance with those set forth in Appendix I.

(C) Effective the first day of the first full pay period of 2017 the salaries, wages and salary ranges for the position classification of Fire Fighter shall be in accordance with those set forth in Appendix I.

(D) If an employee is temporarily transferred to a position classification above the rank of Fire Fighter, the pay rate of the transferred 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.

SECTION 8.2 AUTOMATIC PAY INCREMENTS

Wage step increment shall be effective the first day of the first full pay period in January of each year; in accordance with the following schedule for employees occupying the position classification of Firefighter:

<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

SECTION 8.3    LONGEVITY PAY

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

<u>YEARS OF SERVICE</u> <u>AS OF JUNE 30</u>	<u>LONGEVITY PAY</u>
5	2% of previous payroll earnings
9	3% of previous payroll earnings
13	4% of previous payroll earnings
16	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 30 will be entitled to a prorated share of their longevity pay even though they may terminate prior to October 1. 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 8.4    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 consecutive calendar days). For purposes of complying with the Fair Labor Standards Act, the City will continue to compensate firefighters at the rate of 115 regular hours per pay period of two 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.

(D) 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.

(E) New firefighters shall be placed on the bottom of the overtime list after 90 days from being permanently assigned to a platoon.

#### SECTION 8.5     COMPENSATORY TIME

(A) Any fire fighter who works more than fifty-six (56) hours per week when averaged over a three-week period, may accrue compensatory time at the rate of time and one-half (for example, one and one half hours of compensatory time for one hour of overtime worked).

(B) A maximum of two hundred and ten (210) 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 8.6     OVERTIME

(A) In the event that the need for overtime occurs in the fire department, overtime shall accrue to members of the bargaining unit, and shall be voluntary. An employee held over from his 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, training, or other fire department activities 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 8.7    OVERTIME PROCEDURE

The following procedure shall be utilized for the calling of personnel 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 employee works more than his/her regularly 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 employee.

(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 employee with the least number of hours.

(F) A "NO ANSWER" of a call shall constitute a refusal to work provided that an employee on injury leave shall not be marked as a refusal to work.

(G) Either an employee works or refuses no exceptions to this rule.

(H) No employee shall work more than 52 consecutive hours. However, in an emergency situation, the Chief may authorize up to 56 hours.

(I) The overtime list shall be maintained by the Fire Duty Officer and shall be made available for inspection when requested by a member of Local #88.

(J) The call-in procedure may be changed if the labor-management group can work out a mutually agreeable procedure. If any trial or proposed procedure does not meet complete agreement from both sides, the procedure currently outlined above will be used.

ARTICLE 9  
GRIEVANCE PROCEDURE

SECTION 9.1 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 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 objective 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

1. 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.
2. The employee must file his grievance on the Grievance Form provided within five (5) calendar days or two work days, whichever is later, after the reply at Step 1 has been given.
3. The grievance shall be filed with the 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.
4. 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.
5. The Fire Chief shall have seven (7) calendar days to submit an answer in writing to Local #88 and the grievant.

SECTION 9.1 (Cont.)

STEP 3

1. Should the grievant decide that the reply of the Fire Chief is unsatisfactory, the grievant shall, within five (5) calendar days, or two 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 designed 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.
2. The City's Public Safety Director, or his designated representative, shall arrange a hearing between the grievant, Local #88 and the City within fifteen (15) calendar days unless otherwise mutually agreed to.
3. The City may require the hearing to be held outside of normal work hours, and no additional pay shall be rendered.
4. The Public Safety Director shall have ten (10) calendar days from the date of the hearing to submit an answer in writing to Local #88 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 9.2 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 9.3 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 9.4 GRIEVANCES OF NON-UNION EMPLOYEES

When a grievance proceeding is held on an individually filed grievance by a non-union employee, Local #88 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 9.5 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 9.6      LOCAL #88'S RIGHT TO WITHDRAW GRIEVANCES

Local #88 may refuse to process, may abandon, or may settle grievances jointly with the City, respective of the aggrieved employee's attitude.

SECTION 9.7      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 10 calendar days from any missed deadline in third step procedures.

SECTION 9.8      PRESENTATION OF WITNESSES

Either party may present witnesses. Employees who are appearing as witnesses for Local #88 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 9.9      CITY OR LOCAL #88 MAY FILE A GRIEVANCE

The City or Local #88 shall have the right to put its grievances through the established grievance procedure. Initiation of any such grievance by Local #88 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 Local #88 within five (5) days of the alleged contract violation. The President of Local #88, 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 9.10      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 9.11      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 have arisen, to settle them informally and expeditiously at the lowest practicable level of the grievance procedure.

SECTION 9.12     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 9.13     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 Local #88 representative shall be given time off with pay during working hours at the sole discretion of the City.

SECTION 9.14     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 Local #88 shall avoid publicizing any grievance or complaint prior to the final determination of the issue.

SECTION 9.15     PARTICIPATION BY STATE AND/OR INTERNATIONAL  
REPRESENTATIVE OF THE INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS, AFL-CIO-CLC

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

SECTION 9.16     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 9.17    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 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 10  
ARBITRATION

SECTION 10.1     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 10.2     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 10.2 (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 10.3 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 10.4 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 10.5 DELIVERY OF DEMAND FOR ARBITRATION

Should Local #88 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 Local #88. Should the City of Zanesville demand arbitration, it shall give written notice to the authorized representative of Local #88. 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 10.6 SELECTING THE ARBITRATOR

Within ten 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 10.7     SUBMISSION AGREEMENT

Local #88 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 10.8     NUMBER OF GRIEVANCES TO BE HEARD AT ONE TIME

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

SECTION 10.9     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. The party requesting the withdrawal shall bear the entire cost of the arbitration; unless a settlement is reached in which case the parties shall share the cost equally.

SECTION 10.10    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 10.11    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 10.12    PAYMENT FOR TIME LOST ATTENDING ARBITRATION HEARING

Employee grievants, union officials, and witnesses for Local #88 shall be paid for time lost during regular working hours for attending arbitration hearing.

SECTION 10.13    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 10.14 DAMAGES

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

SECTION 10.15 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 10.16 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 Local #88 and the City.

ARTICLE 11  
VACATION/HOLIDAYS

SECTION 11.1    LENGTH OF VACATION

(A) Effective each January 1, permanent Fire Fighters shall be credited with vacation in accordance with the following schedule:

EMPLOYEE'S YEARS OF SERVICE	AMOUNT OF ANNUAL VACATION
0-December 31	10.15 Hours per pay period worked the previous year
After 1 year	288 hours (12 shift days)
After 5 years	312 hours (13 shift days)
After 10 years	336 hours (14 shift days)
After 14 years	360 hours (15 shift days)

(B) January 1 of each year will be used in calculating years of service for annual vacation leave.

SECTION 11.2    METHOD OF COMPENSATION

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

SECTION 11.3    MINIMUM SERVICE REQUIRED

Vacation shall not be scheduled during an employee's first six (6) months of service with the City.

SECTION 11.4    VACATION INCREMENTS

Vacation list shall be posted and selection shall be made by the policies established by the Fire Chief. A minimum of five (5) days, and a maximum of one (1) year's worth must be scheduled with the first two picks at the beginning of the year. Vacation shall be charged in hourly increments, with a minimum use of four (4) hours. Only three 24-hour days of vacation may be split up throughout the year. All other days of vacation shall be taken in 24 hour increments.

A vacation signup list shall be posted by December 1<sup>st</sup> of each year. Said list will include deadlines for each employee to make vacation selections. Dates for selections shall be established so that all selections for two vacation periods will be completed by January 31<sup>st</sup>.

Any member failing to make a vacation selection by the assigned date will be passed over and forfeit their pick for that round.

SECTION 11.5     VACATION PREFERENCE

(A) All vacations shall be taken with the prior approval of the Fire Chief. Whenever possible, vacation preference will be based on seniority regardless of work site. Vacations shall be scheduled so as to meet the operating requirements of the City and the preference of the employees.

(B) Two Fire Fighters per platoon or shift shall be allowed off on vacation at any time year round. The policy of having a third Fire Fighter off will be discussed in the Fire Dept. Labor Management meetings. If a workable policy can be arrived at, then the Chief may put such policy in place, and he may revoke it if it does not work.

(C) The employee may split his vacation into any number of separate periods within each calendar year. The first and second period shall be chosen by seniority. After all employees have selected their first two vacation periods, any person who selects to use more than two (2) vacation periods, or who wishes to use compensatory time shall be granted time off on a first come first serve basis. Any employee who schedules time off for a period of less than 12 hours may not schedule another period of vacation time off for less than 12 hours until the employee has used the first scheduled period of less than 12 hours.

SECTION 11.6     ACCUMULATION OF VACATION

(A) Each Fire Fighter will be required to take all vacation during each year, except that a Fire Fighter with 19 years or more of service may carry over 540 hours of vacation. A Fire Fighter with less than 19 years of service may carry over 72 hours of vacation. Vacations are not cumulative. Employees will not be allowed to take money in lieu of vacation.

SECTION 11.7     VACATION IN ADVANCE PROHIBITED

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

SECTION 11.8     EMPLOYEES NOT ON ACTIVE PAYROLL

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

SECTION 11.9     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 11.10    PAYMENT FOR VACATION UPON SEPARATION

Firefighters, who leave the employment of the City under honorable circumstances, may receive

a one time, cash payment for new vacation leave on the books and time accumulated but not on the books. It is understood that in applying sections 11.1 and 11.6 that an employee will never receive more than 900 hours of vacation payout.

#### SECTION 11.11 HOLIDAY PAY

In recognition that bargaining unit employees are required to work on national holidays, the vacation schedule specified in Section 12.1 of this Article includes vacation accrual at an accelerated rate as compensation. In addition, employees required to work on the holidays established in this section shall be paid at one and a half their normal rate of pay; overtime hours worked on the established holidays shall be paid at double-time (two times the regular rate of pay). The following holidays shall apply: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. Employees may, at their option, choose to accrue Holiday Pay as Comp-time.

#### SECTION 11.12 PERSONAL HOLIDAY

After completion of one year of service, employees occupying the position of Firefighter shall receive one (1) twenty-four hour (24) personal day per year. Personal days are non-cumulative, and must be used in twenty-four hour (24) increments.

ARTICLE 12  
INSURANCE SCHEDULE

SECTION 12.1    INSURANCE

(A) The City of Zanesville will offer the same group medical, prescription, dental and vision plan for the employee and eligible family members that it provides to the elected and unaffiliated employees of the City of Zanesville. It is agreed that the schedule of benefits shall be the same as for all other City employees.

(B) 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 one thousand five hundred dollars (\$1,500) per year stipend. 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.

(C) Beginning in January of 2015, the City shall establish a health care committee comprised of the Budget and Finance Director, the Mayor, the Law Director, one representative from City Council, two representatives from A.F.S.C.M.E., two representatives from the F.O.P/O.L.C. bargaining unit, one representative from the I.A.F.F. and one representative from the unaffiliated employees. This committee shall meet regularly to review the content of the health care plan for the City and shall explore alternative health care plans, cost saving measures, and proposed changes to current coverage before changes are made.

(D) For the year 2015 & 2016, the payroll deduction each pay period shall be thirty-three dollars (\$33.00) for single coverage and seventy-six dollars (\$76.00) for family coverage. For 2017, the payroll deduction for health coverage shall not exceed ten percent (10%) of the fully-funded rates provided to the City by the plan's third party administrator at the annual plan renewal, nor shall the payroll deduction exceed thirty-seven (\$37.00) for single coverage and eighty-four (\$84.00) for family coverage.

SECTION 12.2    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 12.3 PAID INSURANCE WHILE ON WORKERS' COMPENSATION

While an officer is on workers compensation as a direct result of his employment with the City, the City of Zanesville agrees to continue paying his insurance premiums for up to one year, provided that the employee continues paying his or her share of the insurance cost established in Section 12.1(D).

SECTION 12.4 LIFE INSURANCE POLICY

The City will provide a life insurance policy of forty thousand dollars (\$40,000). It is the employee's responsibility to notify the City of a change in the policy's beneficiary.

SECTION 12.5 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 13.15. While decisions made by the City's insurance provider while processing claims in accordance with the City's health plan are not grievable, issues involving whether or not the City changed its plan in violation of this Article are grievable.

SECTION 12.6 HAZMAT PHYSICALS

Employees shall be entitled to receive one Hazmat Physical per year, from their Primary Care Physician, at no cost to the employee.

ARTICLE 13  
SICK/INJURY LEAVE

SECTION 13.1     ACCUMULATION OF SICK LEAVE

Each Fire Fighter 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 13.2     USES OF SICK LEAVE

(A) A Fire Fighter 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; or, (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 Fire Fighter 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 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 Fire Fighter's credit on the basis of one hour for every hour of absence from previously scheduled work.

(D) A Fire Fighter may donate up to fifty-six hours of sick leave to another Fire Fighter, provided the following criteria are met:

- (1)            The Fire Fighter wishing to donate sick leave must maintain a balance of not less than 400 hours after said donation occurs.
- (2)            The Fire Fighter wishing to accept the donation of sick leave must have a balance of zero hours of any accrued leave.
- (3)            A Fire Fighter may receive no more than 560 hours of donated sick leave in a year. Said year shall be a rolling year commencing on the day the employee first uses any donated sick leave.
- (4)            The donation of sick leave will be made in a lump sum. The minimum donation of sick leave at any one time shall be 12 hours. The total amount of donated sick leave will be deducted from the employees sick leave accrual at the time of donation.

- (5) Upon returning to work, any unused donated sick leave will be zeroed out of the employees sick leave accrual balance.

The right to develop rules and procedures to administer this section 13.2(D) shall reside with the City.

SECTION 13.3 REQUEST FOR SICK LEAVE PAY

Employees who are absent must request sick leave pay in writing upon returning to work. In the event of an extended illness that involves multiple pay periods, the employee will be required to provide documentation upon returning to work, but will not have interruption in the normal pay cycle. In the written request, on a form provided by the 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 day if he has reason to believe that the use of sick leave is being abused. All sick leave request forms and doctor's certificates shall be retained in the Office of the Chief and made available to proper city officials upon their request.

SECTION 13.4 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 700 hours.

(B) In the event a Fire Fighter dies or is permanently disabled: (1) the 10 year service requirement shall be waived, and (2) payment shall be made to the estate of the deceased.

SECTION 13.5 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 13.6 SICK LEAVE PAID AT BASE RATE

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

SECTION 13.7     INJURY LEAVE

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

SECTION 13.8     SICK LEAVE RECIPROCITY

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	68
25-36	40
37-56	24
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 employees hourly rate in effect on the last day of the final pay period of the previous year.

(3) For the purposes of this section, 50% of sick leave donated in accordance with Section 13.2 (D) or used as funeral or bereavement leave pursuant to Section 13.2 (A) (3) shall be considered as sick leave used.

SECTION 13.9     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 26 of this agreement.

ARTICLE 14  
CLOTHING ALLOWANCE

(A) New Fire Fighters will receive three work pants, two short sleeve shirts, and two long sleeve shirts at the time of appointment. In addition, new fire fighters shall receive an additional allowance of \$250.00 for the purchase of any accessory items necessary to comply with the dress code requirements.

(B) Upon attaining three years service the employee may elect to receive a dress uniform in place of their annual uniform allotment in order to attain or replace a dress uniform. Dress uniforms purchased shall conform to the standards established by the Fire Chief.

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

(D) During each of the first four years of employment, the City will provide each fire fighter with eight (8) uniform articles to include in any combination of pants, button up shirts or polo. Each year thereafter the City will provide four (4) such articles for employees.

- (1) Each fire fighter shall receive annually an additional allowance for accessory items required by the dress code. Said allowance shall be \$450 per year. Payment will be made in two checks, one half in January and one half in July. The checks will be separate from payroll checks.
- (2) The clothing allowance is non-accumulative.
- (3) The Fire Chief, at his sole discretion, shall approve items to be purchased. The Fire Chief shall implement policies relating to the clothing allowance.

(E) If the State mandates changes in clothing attire, the City and Local #88 shall meet no later than sixty (60) days after such mandate to discuss said changes.

ARTICLE 15  
BULLETIN BOARD

The union shall be permitted to maintain, at each station house, one (1) bulletin board to be used for union business.

ARTICLE 16  
LOCAL #88 REPRESENTATION

SECTION 16.1     LISTING OF LOCAL #88 REPRESENTATIVES

Local #88 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 16.2     GRIEVANCE COMMITTEE

(A) The members of Local #88 shall select a grievance committee composed of three (3) persons.

(B) Local #88 shall select one (1) person from among the three (3) 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 16.3     ACCESS TO CITY PREMISES BY UNION REPRESENTATIVES

State and International representatives and Local #88 representatives shall be allowed on 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 16.4     NO INTERFERENCE WITH UNION REPRESENTATIVES

The City will in no way interfere with, hinder, or influence officers and other union 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 16.5     LOCAL #88 FINANCIAL LIABILITY FOR ACTIVITIES ON CITY PREMISES

Local #88 agrees that Local #88 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 Local #88 activities and meetings conducted on City premises.

SECTION 16.6     CONDUCTING LOCAL #88 ACTIVITIES ON CITY PREMISES

Except as may otherwise be provided in this Agreement, Local #88 activities shall be conducted by employees after normal work schedule has been completed.

SECTION 16.7     COERCION OF GRIEVANCES

Local #88 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.

SECTION 16.8     DELEGATE TO O.A.P.F.F. AND I.A.F.F. CONVENTIONS

The President of the I.A.F.F. Local #88 or his alternate may attend as a delegate to the bi-annual I.A.F.F. and O.A.P.F.F. Conventions for a maximum of two (2) work day (48 hours) for each convention. Such attendance on a scheduled work day will be considered "time worked" and the employee will receive forty-eight (48) hours of pay, if two days were required for attendance.

SECTION 16.9     UNION TIME OFF

The Union shall be granted forty-eight (48) hours of time each year for use by on-duty personnel to attend necessary union functions. The union shall be granted such additional time as necessary for attendance or representation at worker's compensation hearings or seminars. This time off shall be allocated by the Local #88 Executive Board. A letter shall be submitted to the Fire Chief at least five (5) days in advance of the date that the time is needed. Time off shall be granted subject to the needs of the department.

Local #88 President shall be granted time off as provided by Section 17.8 of this agreement. A letter shall be submitted to the Fire Chief for the prior notification only, and shall not require approval of the Fire Chief.

ARTICLE 17  
MANAGEMENT'S RIGHTS

SECTION 17.1     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 17.2     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 17.3     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; 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 17.4     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 17.5     LOCAL #88 RECOGNITION OF MANAGEMENT RIGHTS

Local #88 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. Local #88, 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 17.6    JOB DESCRIPTIONS

The job description for Firefighters shall be maintained by Civil Service Commission. The Union shall be notified and provided a copy of any proposed job description modifications no later than thirty (30) days prior to consideration by the Civil Service Commission.

SECTION 17.7    NONDISCRIMINATION

The City, in exercising its management's rights, will not discriminate against employees because of his membership or non membership in Local #88.

SECTION 17.8    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.

ARTICLE 18  
PHYSICAL EXAMINATION

SECTION 18.1    FITNESS CENTER MEMBERSHIPS

The city will contribute \$400 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 June, the Union will place a notice on the Local #88 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 \$400 toward annual membership.
3. The health club or employee will be responsible for having an invoice into the Zanesville Finance Director's Office by July 10.
4. Payment will normally be made to the health club by the City after the July 10th deadline.

SECTION 18.2    COMMUNICABLE DISEASES/IMMUNIZATIONS

(A) 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 Firefighters 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.

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

(C) In the event that a Firefighter 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.

SECTION 18.3    PHYSICAL FITNESS PROGRAM

A mandatory physical fitness program is hereby established for Firefighters. The program will consist of a series of physical fitness goals agreed upon annually by the Fire Chief and the Union.

ARTICLE 19  
CONTRACTING OUT

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

ARTICLE 20  
TRAINING AND EDUCATION

SECTION 20.1     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 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 is more than 48 miles from Zanesville's municipal building or at the State Fire Marshal Academy.

(C) Employees who use their private vehicles to attend required training sessions outside city limits will be reimbursed for travel mileage at the rate established by the City Council.

(D) Fire Fighters who attend city approved training courses on his/her 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 or if payment for driving time has been preapproved by the City.

ARTICLE 21  
WORKING CONDITIONS

SECTION 21.1     PROTECTION OF EMPLOYEE SAFETY AND HEALTH

The City will continue to make reasonable provisions for the safety and health of its employees. Local #88 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. Local #88 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 21.2     METHOD OF REPORTING SAFETY PROBLEMS

Any safety report submitted by representatives of Local #88 or by petition of members of Local #88 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 21.3     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 21.4     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 Chief or Assistant Fire Chief shall be subject to disciplinary action.

SECTION 21.5     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 21.6     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 Chief or Assistant Chief.

#### SECTION 21.7    MINIMUM STAFFING

The City and the Union both desire to provide for the safety of the community as well as the safety of firefighting personnel. Both realize that in these economic times providing for optimum safety of the community and of firefighting personnel can be a difficult challenge. The City shall continue to make a reasonable effort to ensure that equipment is properly staffed so as to provide for the safety of the community as well as the safety of firefighting personnel. The Union will assist the City by making recommendations where appropriate, realizing however that the issue of staffing is ultimately a management decision.

It is the City's intention that there will be no less than three firefighting personnel assigned to each engine truck and no less than two firefighting personnel assigned to each ladder truck, for a total of 11 firefighting personnel assigned at all times. In the event that a truck is sent to a fire with less than the City's intended staffing, the Union shall have the right to file a formal complaint with the Chief. In addition, if it is demonstrated that a pattern of repeated violations of the City's intended staffing is occurring, the Union shall have the right with 90-days notice to require formal renegotiation of this Article.

#### SECTION 21.8    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. Local #88 or its members shall be permitted to have and maintain radios and televisions in the fire stations for the use of the members.

#### SECTION 21.9    EXTREME WEATHER CONDITIONS

Members shall not be required to do non-emergency or non-essential duties outdoors during extreme weather conditions. By way of example only, members shall not be required to hose down the lot in below freezing temperatures or operate aerial ladder in high wind conditions.

#### SECTION 21.10    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 article approved by the Fire Chief. The City shall not be required to pay more than \$75 for a watch and \$300 for the replacement or repair of eyeglasses or contacts, \$600 for dentures, and \$1,500 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 21.11   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 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 22  
SENIORITY/RESIDENCY

SECTION 22.1     DEFINITION OF SENIORITY

Seniority is defined as the length of service of an employee beginning with the date of his last appointment by the City.

SECTION 22.2     APPLICATION OF SENIORITY

Seniority shall be applicable in the following situations:

- Amount of vacation
- Amount of sick leave
- Vacation preference
- Layoff or recall
- 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, 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 years after expiration of the old list.

SECTION 22.3     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 as an emergency, temporary, provisional, part-time, or seasonal Fire Fighter.

SECTION 22.4     SENIORITY LISTS

A seniority list shall be prepared and posted each January 15 showing seniority for each employee. Employees who are not members of Local #88 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 22.5     EQUAL SENIORITY

In the event two (2) 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 22.6    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 Fire Department shall be laid off first.

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 22.7    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, compensatory time and longevity at the time of layoff.

SECTION 22.8    RECALL

(A) Permanent employees who are on layoff 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 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 for 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 22.9    EMERGENCIES

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

SECTION 22.10    HEALTH INSURANCE FOR LAID OFF EMPLOYEES

The City shall continue to provide insurance for laid off employees pursuant to Article 13 of this Agreement for a period of two (2) months from the date of layoff or until the employee becomes covered under another group insurance plan, whichever is earlier. After a member has been on layoff status for two (2) months, his right to purchase continuation coverage pursuant to COBRA will begin.

SECTION 22.11 RESIDENCY

All employees covered by this Agreement are required by the City of Zanesville to reside within the boundaries of Muskingum County or contiguous counties within one year of their employment and during the continuance of employment.

ARTICLE 23  
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 24  
WAIVER CLAUSE

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

ARTICLE 25  
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. Documented Oral Reprimand
2. Written Reprimand
3. Suspension (three days or less)
4. Suspension (more than three days)
5. Discharge

It shall be corrective and applied in a uniform manner. Suspensions may be working i.e. forfeiture of vacation or compensatory time upon agreement of the Chief and the employee. Any notation of an offense, in an employee's personnel file, shall be removed and in 180 days from the date of its insertion placed in a separate file for public records purposes, unless there is a second same or similar offense by the same employee, within said 180 day period. Such a second violation shall result in a written reprimand. Such a written reprimand shall be removed and destroyed in one year from the date of its insertion, unless there is a third same or similar offense, by the same employee, within said one year period. Such a third violation within a one 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 Union 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, demote 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 26  
TRADES

Bargaining unit members shall be allowed to trade shifts, provided that the members trading obtain written approval of the trade from their supervisors. Dates to be traded must be specified upon agreement to trade. Trading shifts shall not result in overtime to the City. Employees initiating a trade may have only two such trades on the books at one time. All trades must be paid back within one year. 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.

ARTICLE 27  
DRUG/ALCOHOL TESTING

SECTION 27.1     DRUG AND ALCOHOL TESTING PERMITTED

(A) A bargaining unit employee will 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.

(B) Drug and Alcohol testing may be conducted on employees (pre hire, post incident or reasonable suspicion). Any accident requiring an OH-1 will be required to be tested.

SECTION 27.2     DRUG SCREENING

(A) All drug screening tests shall be conducted by medical laboratories meeting the standards of the National Institutes of Health. 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 of the three 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 27.3     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 27.4     LIST OF LABS MAINTAINED

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

SECTION 27.5     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 27.6     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 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 days.

SECTION 27.7     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 year of returning, the employee shall be subject to disciplinary action up to and including termination of his employment.

SECTION 27.8     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 27.9    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 28  
AUTOMATIC RENEWAL

SECTION 28.1     PROVISION FOR TERMINATION OR RENEWAL

This Agreement effective January 1, 2015, shall continue in full force and effect without change until December 31, 2017, 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, 2017. If neither party shall give notice to terminate 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 August 1, 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, 2017, or no later than any subsequent August 1. Negotiations shall then proceed as specified in Ohio Revised Code Chapter 4117.

ARTICLE 29  
PROMOTIONAL EXAMS

To be eligible for any promotional exam above the rank of Firefighter, an employee must be a full-time paid employee of the Zanesville Fire Department for a minimum of 7 years as of the day of the promotional exam. The eligibility list derived from any such promotional exam shall be effective for two years.

An employee who, without good cause, fails to appear for a schedule exam shall reimburse the City for the employee's share of 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.

APPENDIX I  
IAFF PROPOSED WAGE SCALE  
FOR THE YEARS 2015, 2016, & 2017

STEP	2015 4%	2016 1%	2017 1%
B	14.56	14.71	14.85
C	15.23	15.38	15.53
D	15.82	15.98	16.14
E	16.82	16.98	17.15
F	18.90	19.09	19.28

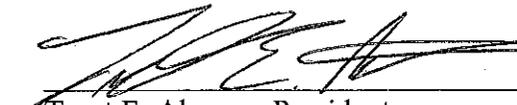
## REOPENER AGREEMENT

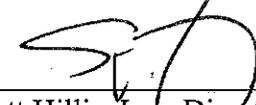
Whereas the City of Zanesville and Local #88 International Association of Firefighters AFL-CIO-CLC have entered into an agreement on the 2<sup>nd</sup> day of January 2015, which still must be ratified by Zanesville City Council and the membership of the Union, and which contained numerous provisions of financial nature including wages and benefits. The parties hereby agree that in the event the Zane Lodge #5 obtains a wage increase in excess of six percent (6%) over the three years of their 2015/2016/2017 contract with the City through conciliation, that Local #88 shall have a right to reopen this contract to negotiate financial issues contained in Articles 9, 12, and 13.

IN WITNESS WHEREOF, the parties hereto have set their hands this 3<sup>RD</sup> day of MARCH, 2015.

FOR LOCAL #88

FOR THE CITY OF ZANESVILLE

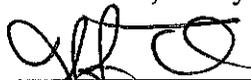
  
Trent E. Abrams, President

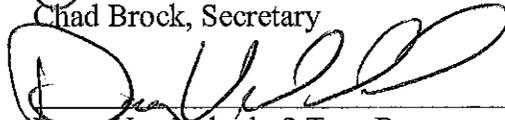
  
Scott Hillis, Law Director

  
Ed Roberts, Vice President/3 Turn Rep

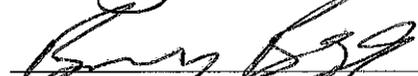
  
Fred Buck, Safety Director

  
Chad Brock, Secretary

  
Jeff Nilton, Mayor

  
Doug Vandembark, 2 Turn Rep

  
Rhonda Heskett, Budget & Finance Director

  
Brady Bragg, 1 Turn Rep