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AGREEMENT BETWEEN

FRATERNAL ORDER OF POLICE, OHIO
LABOR COUNCIL, INC.
(POLICE CAPTAINS)

AND

THE CITY OF ZANESVILLE, OHIO

Date of Execution through December 31, 2023

Case No. 2020-MED-07-073



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ARTICLE 1
AGREEMENT

Section 1.1 Agreement This Agreement is entered into by the City of Zanesville, Ohio hereinafter referred to as the "City" or "Employer" and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "Labor Council".

Section 1.2 Purpose This Agreement has as its purpose the following:

- A. To comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.
- B. To promote cooperation and orderly, constructive, and harmonious relations between the City, its employees, and the Labor Council.
- C. To prevent interruptions of work and interference with the efficient operation of the Police Department.
- D. To establish a procedure for the peaceful resolution of grievances.

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

Section 1.3 Modification of Agreement The express provisions of this Agreement may be changed only by mutual agreement between the parties reduced to writing, dated, and signed by the parties to this Agreement.

Section 1.4 Saving Clause Should any portion of this Agreement contained herein be declared invalid by operation of law or by a court of competent jurisdiction, such invalidation of said part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In addition, within twenty (20) calendar days following the effective date of such declaration of invalidity, the parties shall meet in an attempt to modify such provision to comply with the applicable law.

ARTICLE 2
RECOGNITION

Section 2.1 Recognition The City hereby recognizes the Fraternal Order of Police, Ohio Labor Council as the sole and exclusive bargaining agent for the purpose of collective bargaining of all wages, hours, and other terms and conditions of employment for all full-time employees that have been certified by the State Employment Relations Board:

All Full-Time Police Captains

1 Section 2.2 Exclusions All positions and classifications not specifically established herein
2 as being included in the bargaining unit shall be excluded.

3
4 Section 2.3 New Positions In the event that a new position is created above the rank of Police
5 Officer, the City shall determine whether the new positions will be included in or excluded from
6 the bargaining unit and shall so advise the Labor Council. If there is any dispute as to the City's
7 determination of bargaining unit status, the parties will meet to attempt to resolve their
8 disagreement. If the parties agree on the determination, it shall be implemented as proposed by
9 the City. If the parties still do not agree, the City may implement its determination subject to
10 challenge by the Labor Council via a petition for unit clarification to the State Employment
11 Relations Board.

12
13 The City shall not attempt to abridge this Agreement by changing the rank structure or
14 classification designation of any employee during the length of this Agreement with the purpose
15 to eliminate such employees from the bargaining unit.

16
17 Section 2.4 Recognition Clause Applies to Employees This recognition clause shall be
18 construed to apply to employees and not to work. Unless otherwise provided in this Agreement
19 it shall not limit the City's right to transfer work to other employees not included within the
20 above described bargaining unit when the nature or amount of work changes; it shall not be
21 construed to mean that any employee or classification of employees has an exclusive right to any
22 work.

23
24
25 **ARTICLE 3**
26 **LABOR COUNCIL SECURITY**
27

28 Section 3.1 Labor Council Dues Deductions The Labor Council will notify the City in
29 writing of the dues it charges and its current membership and will update this information as
30 needed to be accurate.

31
32 The Employer agrees to deduct membership dues at the rate certified by the Ohio Labor
33 Council. One month's advance notice must be given to the City prior to making any changes in
34 the rate. The Employer agrees to deduct membership dues during the last pay period of each
35 month from the pay of any employee in the bargaining unit who has authorized the same in
36 writing to the City Treasurer.

37
38 Section 3.2 Preference Over Dues It is understood and agreed that other legally
39 required deductions shall have preference over the aforesaid Labor Council dues.

40
41 Section 3.3 Payment/Labor Council All dues collected under this Article shall be paid
42 by the Employer within thirty (30) days, together with a listing of the members for whom
43 deductions were made, to the Treasurer of F.O.P. Zanesville Lodge #5.
44
45
46

1 Section 3.4 Membership Cancellation

- 2
3 A. A member may withdraw authorization for dues deduction by the City by
4 directing his request in writing to the City Treasurer.

5
6 Dues deduction shall cease upon the happening of any of the following events:

- 7
8 1. Resignation or discharge of the employee;
9 2. Transfer of the employee from the bargaining unit;
10 3. Revocation of the dues deduction authorization.

- 11
12 B. No other employee organization's dues shall be deducted from the pay of any
13 bargaining unit member during the life of this Agreement.

- 14
15 C. The Labor Council hereby agrees that they will indemnify and hold the Employer
16 harmless from any claims, actions, or proceedings by an employee or the Labor
17 Council arising from deductions made by the Employer pursuant to this Article
18 except the non-payment of funds deducted from the employee's pay.

19
20 Section 3.5 Fair Share Fee The parties acknowledge the previous language of this
21 Section has been superseded by *Janus vs. AFSCME* (2018), 585 U.S. _____. If fair share fees, or
22 similar, are authorized or required in the future by legislative or judicial action, the parties agree
23 to open discussion about amending this Section as required by law.

24
25 Section 3.6 Refunds The Labor Council agrees to refund to the City any amounts paid
26 to it in error on account of these check off provisions upon presentation of proper evidence
27 thereof.

28
29 Section 3.7 Bulletin Board The City shall provide, at the Department, a bulletin board
30 for the use of the Labor Council. Labor Council officials shall be responsible for posting and/or
31 approving the posting of notices thereon which employees may read when reporting to or leaving
32 their work stations or during their free time. All notices or literature posted does not first have to
33 be approved by the City or the Chief of Police.

34
35 The Labor Council agrees that no notices will be placed on the bulletin board which contains:

- 36
37 A. Personal attacks upon any City employee;
38
39 B. Scandalous, scurrilous, or derogatory attacks upon the Administration;
40
41 C. Attacks on any other employee organizations;
42
43 D. Any obscene material;
44
45 E. Ethnic material.
46

1 Section 3.8 Ballot Box The Labor Council shall be permitted, upon prior written
2 notification to the Chief of Police, to place a ballot box at Department Headquarters for the
3 purpose of collecting member's ballots on all Labor Council issues subject to ballot. Such box
4 shall be the property of the Labor Council, and neither the box nor its contents shall be subject to
5 the City's review. Such balloting shall not interfere with work activities.

6
7 Section 3.9 Use of Departmental Mail System The Labor Council shall be permitted to
8 utilize, at no cost or loss of time to the City, the Departmental Mail System for the purpose of
9 providing information pertaining to Labor Council business to bargaining unit employees. The
10 Labor Council agrees that the use of the mail system will be reasonable and limited to providing
11 information that is necessary for the normal conduct of Labor Council bargaining unit business
12 or bargaining unit representation. All mail placed into the mail system by the Labor Council
13 shall be the property of the bargaining unit members to whom it is addressed, and such mail shall
14 not be subject to review by the City.

15
16 Section 3.10 Place for Meetings Meetings of the Committees of the Labor Council
17 will be permitted on City property when and where work is not interrupted by such meetings and
18 when such meetings are not held during the regularly scheduled duty hours of the participants on
19 the day in question. Committees shall not consist of more than three (3) members and may meet
20 as necessary to administer this Agreement.

21
22 Section 3.11 Contracting Out Bargaining Unit Work If the City contracts out a service, the
23 successor shall honor the Agreement and retain the City's employees for the duration of this
24 Agreement.

25
26
27 **ARTICLE 4**
28 **MANAGEMENT RIGHTS**
29

30 Section 4.1 Management's Rights Except to the extent expressly abridged by a
31 specific provision of this Agreement, the city reserves and retains, solely and exclusively, all of
32 its rights as such rights existed prior to the execution of this Agreement.

33
34 The Employer is not required to bargain on subjects reserved to the management and
35 direction of the governmental unit except as they affect wages, hours, terms and conditions of
36 employment, and continuation, modification, and/or deletion of an existing provision of this
37 Agreement.

38
39 Section 4.2 Legal Authority Nothing contained in this Agreement shall illegally alter the
40 authority conferred by state and federal laws, Zanesville ordinances, or resolutions upon any city
41 official or to, in any way, abridge or reduce such authority. This Agreement shall be construed
42 as requiring city officials to follow the procedures, agreements, and policies prescribed herein to
43 the extent they are applicable in the exercise of the authority conferred upon them by law.

44
45 If there is a conflict between any part of this Agreement and local laws or ordinances of
46 the City of Zanesville, the Agreement provisions shall prevail.

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Section 4.3 Specified Rights Management retains the right to:

- A. Direct the work of its employees;
- B. To hire, promote, transfer, assign, and retain employees in City positions;
- C. To suspend, demote, or discharge employees for proper and just cause;
- D. To maintain the efficiency of governmental operations;
- E. To relieve employees from duties because of lack of work;
- F. To take actions as may be necessary to carry out the mission of the agency in emergencies; and
- G. To determine the methods, means, and personnel by which operations are to be carried on subject to the provisions as are expressly provided herein.

Section 4.4 Reserved Powers of the City The listing of specific rights in this Agreement is not intended to be, nor shall it be restrictive of, a waiver of the rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the City in the past.

Section 4.5 Recognition of Management Rights The Labor Council hereby recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities; and the powers of authority which the City has not officially abridged, delegated, or modified by this Agreement are retained by the City. The Labor Council further recognizes and agrees that the City has complete authority over the policies and administration of the municipal Service which it exercises under the provision of law and in fulfilling its responsibilities under this Agreement.

Section 4.6 Duties Not Covered by Job Descriptions Published job descriptions and requirements shall not be construed as limiting or restricting an employee from performing all duties incidental to or required by this job.

ARTICLE 5
JOINT COOPERATION

Section 5.1 Joint Cooperation In recognition of the mutual interests of both parties in maintaining efficient and economical public services, the Labor Council agrees that it will support the City's efforts to achieve the following objectives:

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

- 1 B. Improvement of the quality of services rendered.
- 2
- 3 C. Combating stalling on the job.
- 4
- 5 D. Combating absenteeism.
- 6
- 7 E. Elimination of restrictions on work output.
- 8
- 9 F. Conservation of materials and supplies.
- 10
- 11 G. Prevention of accidents.
- 12
- 13 H. Improvement of working conditions.
- 14
- 15 I. Installation of labor-saving devices and machinery and technical changes.
- 16
- 17 J. Protection of property and machinery.
- 18
- 19 K. Cleanliness of facilities.
- 20
- 21 L. Incentive pay plans or systems.
- 22

23 Section 5.2 No Misrepresentation It is mutually agreed that neither party, its agents,
24 nor its members will initiate, sanction, or participate in any display, advertisement, or any other
25 publicity misrepresenting the position of the other party. This shall not prohibit either party to
26 this Agreement from making the general public aware of the issues which may be causing an
27 impasse or disagreement.
28

29
30 **ARTICLE 6**
31 **NON-DISCRIMINATION**
32

33 Section 6.1 No Discrimination Both parties agree that they will cooperate in the
34 implementation of an affirmative action program for City employees.
35

36 Section 6.2 Labor Council Affiliation
37

- 38 A. Both parties agree that they will not discriminate between Labor Council and non-
39 Labor Council employees in fulfilling their responsibilities under this Agreement.
40 The Labor Council further agrees that neither it nor any of its officers or members
41 will intimidate or coerce employees into membership in the Labor Council or for
42 any other reason.
43
- 44 B. The Labor Council shall accept and make available the right to join the Labor
45 Council and also provide representation, if requested, to all employees covered by
46 this Agreement on a nondiscriminatory basis.

1
2 C. Labor Council members agree that they shall not allow membership or
3 nonmembership in the Labor Council to affect their on-the-job relationship with
4 their fellow employees.
5

6 Section 6.3 Singular and Gender Clause Whenever the context so requires, the use of
7 words herein in the singular shall be construed to include the plural, and words in the plural, the
8 singular. Words whether in masculine, feminine, or neuter gender shall be construed to include
9 all of said genders. By the use of either the masculine or feminine gender, it is understood that
10 said use is for convenience purposes only and is not to be interpreted to be discriminatory by
11 reason of sex.
12
13

14 ARTICLE 7
15 LABOR COUNCIL REPRESENTATION
16

17 Section 7.1 Labor Council Representatives The Employer shall recognize no more than
18 one (1) employee who shall be Chief Steward selected by members of the Labor Council to act
19 as representative for the purpose of this Agreement. The employee so designated shall be
20 recognized as the representative provided herein.
21

22 Section 7.2 Roster of Labor Council Representatives The Labor Council shall provide to
23 the Employer an official roster of its representatives which is to be kept current at all times and
24 shall include the following:
25

- 26 1. Name
- 27 2. Address
- 28 3. Home Telephone Number
- 29 4. Labor Council Position Held
30

31 Section 7.3 Activities of Labor Council Representatives A steward will investigate
32 and process grievances during non-working hours whenever possible. When this is not possible,
33 a steward will be permitted leave with pay during working hours provided the steward first
34 obtains the permission of his immediate supervisor and the permission of the supervisor of any
35 employee with which the steward intends to speak. Such permission shall not be unreasonably
36 withheld.
37

38 The Labor Council agrees that no representative of the Labor Council, either employee or
39 non-employee, shall unduly interfere, interrupt, or disrupt the normal work duties of employees.
40 Further, the Labor Council agrees not to conduct meetings (bargaining unit, grievance, or
41 committee meetings) involving on-duty employees except to the extent specifically authorized
42 by the Employer.
43

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

1
2 Section 7.4 Access to City Premises The Labor Council employees shall be allowed on
3 City premises and work areas. Such visits must be prearranged with and authorized by the
4 Police Chief (or authorized representative) as to time and place so as to avoid interference with
5 the operations of the City.
6

7 Section 7.5 Delegates One (1) Labor Council representative may attend as a
8 representative the Annual Conference and/or seminars for a maximum of two (2) work days.
9 Such attendance on scheduled work days will be considered “time worked”, and the employee
10 will attend without loss of pay or benefits.
11

12
13 ARTICLE 8
14 NO STRIKE/NO LOCKOUT
15

16 Section 8.1 No Strike - No Lockout Inasmuch as this Agreement provides procedures
17 for the orderly resolution of grievances including resolution by an impartial third party, the City
18 and the Labor Council recognize their mutual responsibility to provide for uninterrupted services
19 to the citizens of Zanesville. Therefore:
20

21 The Labor Council agrees that neither it, its officers, agents, representatives, nor any
22 employees covered by this Agreement will authorize, instigate, cause, aid, condone, or
23 participate in any strike or work stoppage for the duration of this Agreement. The City agrees
24 that it will not lockout or prevent employees from performing their regularly assigned duties.
25

26 Informational picketing, except during duty hours, shall not be considered to be illegal
27 picketing.
28

29 Section 8.2 Affirmative Action Labor Council officers and representatives are required to
30 take affirmative action to try to prevent a violation of this article.
31

32 Section 8.3 Crossing Picket Lines Employees may be required to go through picket
33 lines when an emergency requires them to do so to protect the public health, safety, and welfare.
34
35

36 ARTICLE 9
37 PROBATIONARY PERIOD
38

39 Section 9.1 Length of Probationary Period All promotional probationary periods shall
40 be for a period of one (1) year. Work days from two (2) different probationary periods shall not
41 be combined for purposes of computing the required time for the current probationary period.
42

43 Section 9.2 Right to Reduce The City retains the right to reduce any employee during
44 the probationary period for good reason which is not arbitrary or capricious. Any employee who
45 fails to complete the probationary period for a promotion shall be returned to their original rank
46 without loss in prior pay position.

1
2 Section 9.3 Voluntary Reduction Members who voluntarily reduce themselves in
3 rank shall be returned to their previous rank without loss in prior pay position only if the
4 previous position is open. This voluntary reduction is only allowed within two (2) years from
5 date of promotion.
6

7
8 **ARTICLE 10**
9 **SENIORITY**

10
11 Section 10.1 Definition of Seniority Seniority shall be defined as an employee's
12 uninterrupted length of continuous full-time employment as a sworn police officer with the City
13 of Zanesville. Seniority in rank shall be defined as an employee's uninterrupted length of
14 continuous full-time employment in that rank with the City of Zanesville. Seniority will only
15 accrue while on paid status.
16

17 No Break In Service. The following situations shall not constitute a break in continuous service.
18 Employees shall continue to accumulate seniority in these situations:
19

- 20 A. Absence while on approved leave of absence;
21 B. Absence while on approved sick leave or disability;
22 C. Military leave;
23 D. A layoff of three (3) years' duration or less;
24

25 Break In Service. The following situations constitute a break in continuous service for which
26 seniority is lost:
27

- 28 A. Discharge for just cause;
29 B. Retirement;
30 C. Layoff for more than three (3) years;
31 D. Failure to return to work upon recall from layoff pursuant to section 11.3 (b);
32 E. Failure to return to work upon expiration of a leave of absence;
33 F. Resignation
34

35 Section 10.2 Seniority List Seniority shall be brought up to date by the City each
36 January 4th showing the employee's name, title, date of hire, department working in, and order of
37 seniority. Any objection to the seniority list as posted must be reported to the employer within
38 ten (10) days from the date posted or it shall stand as posted.
39

40 Section 10.3 Application of Seniority Seniority shall be applicable in the following
41 situations:
42

- 43 • Annual vacation preference
44 • Layoff and recall
45 • Demotion for lack of work
46

1 Section 10.4 Equal Seniority In the event two (2) or more employees have equal
2 seniority, it shall be determined from the records of the appointing authority as to the order of
3 appointment.
4

5
6 **ARTICLE 11**
7 **LAYOFF AND RECALL**
8

9 Section 11.1 Layoff Notification When the City determines that a layoff or job
10 abolishment is necessary, they shall notify the affected employees at least fourteen (14) calendar
11 days in advance of the effective date of the layoff or job abolishment. The City, upon request
12 from the Labor Council, agrees to discuss with representatives of the Labor Council the impact
13 of the layoff on bargaining unit employees.
14

15 Section 11.2 Layoff Whenever, for any reason, it becomes necessary or expedient to
16 reduce the workforce within a position classification, all emergency, provisional, temporary,
17 part-time, seasonal, and probationary employees in the bargaining unit shall be laid off first
18 before any reduction is made in the permanent work forces. Permanent employees shall be laid
19 off in order of their seniority with that employee having the least seniority being laid off first
20 then continuing in like manner until the required reduction in the workforce has been
21 accomplished. Bargaining unit employees will have the right to bump into a lower rank if their
22 seniority qualifies. Employees shall be paid for all accumulated vacation and compensatory time
23 at the time of layoff.
24

25 Section 11.3 Recall
26

27 A. Permanent employees who are on layoff shall be recalled in reverse order of their
28 layoff with the last employee laid off being the first to be called back and
29 continuing in like manner until the required number of employees have been
30 recalled.
31

32 If an employee has bumped into a lower rank, he shall be reinstated to a vacancy
33 in his prior rank before any employee is installed to a position in that rank.
34

35 B. The City shall notify the employee of his recall at his last address on record with
36 the City by certified letter with return receipt requested and employ him if he
37 reports and is available for work within ten (10) days after notice of recall. If said
38 employee fails to report for work within ten (10) days after notice of recall, he
39 shall be considered as having voluntarily resigned. However, illness
40 incapacitating the employee for work or extended absence from home at the time
41 of recall shall be sufficient excuse for not reporting for work. The City must be
42 informed of the excuse within twenty-four (24) hours after receipt of notice of
43 recall. An employee loses his right to recall and is considered to have voluntarily
44 resigned if his address on file with the City is not accurate.
45

1 Section 11.4 Layoff Beyond Three Years An employee who is on layoff for a period
2 of three (3) years is automatically terminated and loses all seniority.
3

4 Section 11.5 Probationary Period Recalled employees shall not serve a probationary
5 period upon reinstatement except that employees serving a probationary period at layoff shall be
6 required to finish such probationary period.
7

8
9
10 ARTICLE 12
11 LABOR/MANAGEMENT MEETINGS

12 Section 12.1 Meetings In the interest of sound Labor/Management relations, the Labor
13 Council and the City will meet at agreeable dates and times for the purpose of discussing those
14 matters outlined in Section 12.2 below. Normally, no more than three (3) employee
15 representatives of the Labor Council and one (1) non-employee representative of the Labor
16 Council shall be permitted to attend such meetings.
17

18 Section 12.2 Agenda The party requesting the meeting shall furnish an agenda when
19 possible. This does not prevent the discussion of other topics that may come up during the
20 meeting. The Labor Council will furnish the names of the Labor Council employees who will be
21 attending. Subjects that may be discussed at these meetings shall include (but not limited to) the
22 items listed below.
23

- 24 A. Discuss the administration of this Agreement;
25
26 B. Notify the Labor Council of changes made by the City which may affect
27 bargaining unit members;
28
29 C. Discuss the grievances which have not been processed beyond the final step of the
30 grievance procedure when such discussions are mutually agreed to by the parties;
31
32 D. Disseminate general information of interest to the parties;
33
34 E. Give the Labor Council representatives the opportunity to share the view of their
35 members and/or make suggestions on subjects of interest to their members;
36
37 F. Discuss ways to improve efficiency and work performance; and
38
39 G. Consider and discuss health, safety, and training matters.
40

41 Section 12.3 Reports Labor Council employee representatives attending
42 Labor/Management meetings shall not suffer a loss in pay for hours spent in such meetings if
43 held during the employee's regular scheduled hours or work. The number of on duty employee
44 representatives will be limited to one whenever possible. Any changes in work orders will be
45 issued as soon as possible after the conclusion of the meeting. The Labor Council may submit a
46 written report as a result of such meetings. If minutes of a meeting are desired, an employee

1 representative will take such minutes. These minutes will be reviewed by the City and employee
2 representatives prior to dissemination to other employees.
3
4

5 **ARTICLE 13**
6 **GRIEVANCE PROCEDURE**
7

8 **Section 13.1 Definition of a Grievance** A grievance is defined as a dispute or
9 difference involving the interpretation, application, or enforcement of the terms of this
10 Agreement or of the work rules.
11

12 No management prerogative reserved solely to the discretion of the City shall be made
13 the subject of a grievance.
14

15 **Section 13.2 Purpose of the Grievance Procedure** The purpose of the grievance
16 procedure is to resolve disputes peacefully and amicably without impeding the provisions of
17 essential public services. Therefore, should a grievance arise, there shall be no interruption or
18 impeding of work on account of such differences, but an earnest effort shall be made to settle the
19 matter promptly in accordance with the provisions of this Agreement. The grievance procedure
20 herein and the arbitration procedure outlined in Article 14 shall constitute the sole recourse for
21 the settlement of disputes involving the interpretation, application, or enforcement of the terms
22 of this Agreement except as provided for in Section 13.16.
23

24 **Section 13.3 Grievance to Be Settled Expeditiously** Both parties agree that they shall
25 endeavor to make every effort to anticipate and diminish the causes of grievances, and when they
26 arise, to settle them (informally if possible) expeditiously at the lowest practicable level of the
27 grievance procedure.
28

29 **Section 13.4 Qualifications** An employee may file only his own personal grievance.
30 The aggrieved employee should personally sign his written grievance if he is capable of signing.
31 Otherwise, no grievance will be processed without the aggrieved employee's signature.
32

33 A grievance can be initiated by an aggrieved bargaining unit member. Where a group of
34 bargaining unit members desire to file a grievance involving a situation affecting each bargaining
35 unit member in the same or similar manner, the Labor Council or grievance chairman shall file a
36 class action grievance on behalf of all those affected.
37

38 The City or the Labor Council shall have the right to put its grievances through the
39 established grievance procedure. Initiation of any such grievance shall be undertaken at Step 2
40 of the Grievance Procedure for the Labor Council and Step 3 for the City.
41

42 **Section 13.5 Grievances of Non-Member Employees** When a grievance proceeding
43 is held on an individually filed grievance by a bargaining unit employee who is not a member of
44 the Labor Council, the Labor Council shall receive notification when the grievance is filed. The
45 final resolution must be consistent with the terms of this agreement and the Labor Council
46 representative may be present at the final resolution.
47

1 Section 13.6 Pre-Existing Grievances Grievances which arose prior to the signing of this
2 Agreement shall be processed under the terms of the Agreement in effect at the time of the
3 alleged grievance.

4
5 Section 13.7 Limit on Applicability of Grievance Decision A final decision reached in
6 either of the first two steps of the grievance procedure shall be applicable to that grievance only.

7
8 Section 13.8 Right to Withdraw Grievances When the Labor Council is used, the Labor
9 Council has the sole discretion to refuse to process, abandon, or settle grievances jointly with the
10 City, prior to binding arbitration, irrespective of the aggrieved employee's wishes. The employee
11 must sign a waiver to remove the Labor Council from the grievance process at any time after the
12 Labor Council has been requested to provide assistance.

13
14 Section 13.9 Time Limits If the Labor Council or a member fails to exhaust its
15 remedies under the grievance procedure or to abide by the time limits with respect to each step of
16 the procedure, the grievance shall be deemed as resolved. Such failure/neglect to follow the
17 procedure and/or adhere to the prescribed time limits shall act as a bar to the filing of any future
18 grievances arising out of the same set of facts or circumstances.

19
20 If the City fails to exhaust its remedies under the Grievance Procedure or to abide by the
21 time limits with respect to each step of the procedure, the grievance shall automatically advance
22 to the next step. Arbitration may be requested within 21 calendar days from any missed deadline
23 in the third step procedures.

24
25 The time limits expressed in the Grievance and Arbitration Articles may be extended at
26 any step by written mutual consent. However, if the time limits are not mutually extended, the
27 last timely position shall prevail. The parties may agree by written mutual consent to skip
28 certain steps in the grievance procedure.

29
30 Section 13.10 Soliciting of Grievances Labor Council members are prohibited from
31 soliciting grievances. Any Labor Council member who is found to have solicited a grievance
32 shall be subject to disciplinary action. This does not limit the Labor Council Representative or a
33 member of the grievance committee from making an initial inquiry.

34
35 Section 13.11 Processing and Investigation of Grievances The processing and
36 investigation of grievances shall take place outside of regular working hours whenever possible.
37 When this is not possible, the grievant or Labor Council representative, if one is involved, shall
38 be permitted leave with pay during working hours provided the grievant or Labor Council
39 representative first obtains the permission of his immediate supervisor. Such permission shall
40 not be unreasonably withheld.

41
42 Section 13.12 Presentation of Witnesses Either party may present witnesses.
43 Employees who are appearing as witnesses for the Labor Council must receive permission to
44 take time off with pay if the hearing occurs during their normal work hours. If permission is
45 withheld, any applicable time limits shall thereby be extended for the period of time necessary to

1 allow the grievant and/or representative, if one is involved, time off to attend such meetings.
2 Witnesses may be subject to cross examination.
3

4 Section 13.13 Labor Council to Investigate Grievances When a Labor Council
5 representation is being used, the Labor Council shall make a reasonable investigation of any
6 grievance before it is submitted to the steps of the grievance procedure. All cases shall be
7 investigated before being submitted to binding arbitration, in order to ascertain that the complaint
8 is justified and there is reasonable grounds to believe that the claim is true in fact. The Labor
9 Council shall submit a written report to the City upon filing for the next step in the grievance
10 procedure if their investigation reveals any new or different information regarding the grievance.
11

12 Section 13.14 Proper Language and Publicity The grievance complaint shall set
13 forth all the facts necessary to understand the issues involved. It shall be free from charges or
14 language not germane to the real issue or conducive to subsequent calm deliberation. So far as
15 possible, the City and the Labor Council shall avoid publicizing any grievance or complaint prior
16 to the final determination of the issue.
17

18 Section 13.15 Grievance Steps Eliminated If the subject matter involves an employee
19 discharge or if both parties agree that any other subject is of an emergency nature, with respect to
20 an immediate necessity to move ahead, grievance Steps 1 and 2 shall be bypassed and the
21 grievance taken up directly at Step 3.
22

23 In any case, the hearing for such a set of circumstances shall be held within fifteen (15)
24 work days of the date of the receipt of the grievance by the Safety Director or his designee.
25

26 In the case of a dismissal or a situation where the parties agree in writing that a grievance
27 should bypass Steps 1 and 2, the time limit that such a grievance must be filed at Step 3 shall be
28 five (5) work days.
29

30 Section 13.16 Employee's Right Where applicable in discipline cases, the employee must
31 first choose whether he wants to process his appeal through the Grievance/Arbitration
32 Procedures or through the Civil Service Commission. The initiation of any phase and/or of any
33 step of either of the two appeal systems shall be considered to be a waiver of the right to utilize
34 the other system. Both the Civil Service Commission and any duly appointed arbitrator must
35 honor the requirements of this section.
36

37 It is understood that this Agreement shall not in any way abridge the right of individual
38 employees to seek their own redress of grievances or to refrain from using the Labor Council in
39 the process. It is the employee's responsibility to notify the Labor Council or local union
40 representation if they wish to have representation present during any hearings or procedures.
41
42
43
44
45
46

1 Section 13.17 Steps in the Grievance Procedure

2
3 STEP 1 Police Chief

- 4
5 A. An employee who feels that his rights and privileges under this Agreement have
6 been violated shall make verbal contact with the Police Chief within five (5)
7 calendar days from date of the occurrence of the action giving rise to the
8 grievance or five (5) calendar days from when the grievant first knew of the
9 occurrence that gave rise to the grievance. A waiver form must be presented by
10 the grievant at this step.
11
12 B. The Police Chief will give a written reply to the grievance within five (5) calendar
13 days from the date the grievance was verbally submitted.
14
15 C. The object of this step is to informally resolve the complaint before it becomes a
16 formal grievance; therefore, unless mutually agreed to by the parties, any other
17 parties shall be excluded from the meeting between the employee and the Police
18 Chief.
19
20 D. A grievance which is not satisfactorily settled at Step 1 of the Grievance
21 Procedure shall be taken to Step 2.
22
23 E. The day of submission or response is not counted as a day of this step or any
24 succeeding step.
25

26 STEP 2 Safety Director

- 27
28 A. An employee who is not satisfied with the reply at Step 1 of the Grievance
29 Procedure shall file a written grievance on the form provided with the Safety
30 Director (or designee). The grievant may use a Labor Council representative. If
31 he does so choose to involve the Labor Council, then the Labor Council shall
32 investigate the grievance before proceeding to the next step. A waiver form must
33 be presented by the grievant at this step.
34
35 B. The employee must file his grievance within five (5) calendar days after the reply
36 at Step 1 has been given.
37
38 C. The Safety Director (or designee) shall sign and date stamp the grievance form
39 and return a signed copy to the grievant or his representative if one is involved.
40
41 D. The City has the right to seek out and require additional information, if it exists,
42 to that presented in the Grievance Notice in order to amicably handle the matter as
43 expeditiously as possible.
44

- 1 E. The Safety Director shall have fifteen (15) calendar days to submit his answer in
2 writing to the grievant or his representative if one is involved. Said grievant or his
3 representative shall sign and date the form upon receipt.
4

5 STEP 3 Budget Director
6

- 7 A. Should the grievant or the Labor Council representative, if one is involved, decide
8 that the reply of the, Safety Director is unsatisfactory, the grievant or
9 representative of the Labor Council, if one is involved, shall, within five (5)
10 calendar days, forward a copy of the grievance and all other pertinent information
11 to the City's Budget Director or his designated representative. The Budget
12 Director or his designee shall sign and date the form upon receipt and return a
13 signed copy to the grievant or his representative if one is involved. A waiver
14 form must be presented by the grievant at this step.
15

- 16 B. The Budget Director or his designated representative shall arrange a hearing
17 between the grievant and, if the grievant so desires, the Labor Council
18 representative and the City within fifteen (15) calendar days unless otherwise
19 mutually agreed to. The Budget Director or his designee shall answer the
20 grievance within ten (10) calendar days after the hearing.
21

- 22 C. The City may require the hearing to be held outside normal working hours.
23 Meetings and/or conferences by the Labor Council and the grievant with respect
24 to discussion of the various actions associated with resolving such a matter shall
25 be scheduled for the off duty hours of the participants. No compensation will be
26 provided by the City for the participants in such meetings and/or conferences. A
27 hearing scheduled for a time period during which the grievant and his
28 representative would normally be on duty will proceed as scheduled. The
29 grievant and his representative shall be released from duty during the time period
30 of the hearing and shall not suffer any loss of pay or benefits.
31

- 32 D. If a decision of the Budget Director or his designee is not satisfactory to the Labor
33 Council, arbitration must be requested in writing within twenty-one (21) calendar
34 days from the date the decision was rendered at the last step of the grievance
35 procedure.
36
37

38 ARTICLE 14
39 ARBITRATION
40

41 Section 14.1 Time Limit for Requesting Arbitration Unless both parties agree to bypass
42 one or more of the steps, the entire grievance procedure must be exhausted before going to
43 arbitration.
44

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

1
2 Section 14.2 Delivery of Demand for Arbitration Should the Labor Council demand
3 arbitration, it shall give written notice to the City of Zanesville's Safety Director. Such demand
4 shall be signed by the grievant and/or the authorized representative of the Labor Council. Should
5 the City of Zanesville demand arbitration, it shall give written notice to the authorized
6 representative of the Labor Council or his designee. Such demand shall be signed by the
7 authorized representative of the City of Zanesville.
8

9 Section 14.3 Selecting the Arbitrator Within twenty-one days of the demand for
10 arbitration, a joint written request instigated by the party demanding arbitration shall be made to
11 the Federal Mediation Conciliation Services (District 15, Ohio) to submit the names of seven (7)
12 qualified arbitrators including personal history and arbitration experience of each. Upon receipt
13 of such list of arbitrators, the parties shall attempt to select one from the list. Upon failure to do
14 so, the parties shall then proceed to alternately strike names from the list until one (1) name
15 remains.
16

17 Determination as to which party shall have the privilege of striking a name from the list
18 first shall be resolved by the toss of a coin. The individual whose name remains on the list after
19 the other six (6) names have been removed shall be the arbitrator. The Federal Mediation
20 Conciliation Services shall be informed of the individual selected and request that such arbitrator
21 be assigned to the grievance.
22

23 Section 14.4 Submission Agreement The Labor Council and the City shall agree in
24 writing upon the precise issues to be decided and submit the Statement to the arbitrator. Such
25 agreed upon issues shall then be submitted to the arbitrator. If the parties cannot agree on the
26 issues to be decided, each party shall state in writing the issue as he sees it and submit it to the
27 arbitrator and other party. Included in its statement of issues, the appealing party shall cite the
28 section or sections of the Agreement it claims have been violated and the redress it expects from
29 arbitration.
30

31 If one of the parties is of the opinion that a grievance concerning the interpretation or
32 application of the contract is not arbitrable, it shall notify the other party prior to the arbitration
33 hearing of its challenge and intent to raise the issue of arbitrability at the arbitration hearing. At
34 the hearing, the first question to be placed before the arbitrator shall be whether or not the issue
35 is arbitrable and within his/her jurisdiction to decide. The arbitrator will take the question of
36 arbitrability under advisement, and the same arbitrator will hear the grievance on its merits.
37

38 Section 14.5 Arbitrator Shall Arrange Hearings The arbitrator shall arrange for any hearings
39 or investigations he deems to be necessary as soon as possible after he is notified of his selection.
40

41 Section 14.6 Procedures Arbitration proceedings shall be conducted under the Voluntary
42 Labor Arbitration Rules of the Federal Mediation Conciliation Services except as modified by
43 the provisions of this Agreement.
44
45
46

1 Section 14.7 Limits on Arbitrator's Authority

- 2
- 3 A. No decision by an arbitrator shall infringe upon:
- 4
- 5 1. The obligation of the City as expressed or intended by the provisions of
- 6 Ohio Law.
- 7
- 8 2. The statutory obligations of the City.
- 9
- 10 3. The legal principles expressed by an Ohio Supreme Court determination
- 11 or by any other court of competent jurisdiction or in the general body of
- 12 legal principles which are applicable to municipalities and their municipal
- 13 functions.
- 14
- 15 4. Any federal, state, or municipal law.
- 16
- 17 B. The arbitrator may affirm, disaffirm, or modify disciplinary penalties imposed by
- 18 the City.
- 19
- 20 C. The arbitrator shall not change wage rates already in effect within the Agreement.
- 21
- 22 D. The arbitrator's award shall not be retroactive for a period prior to the period
- 23 covered by the grievance.
- 24
- 25 E. The arbitrator shall conduct a fair and impartial hearing on the grievances, hearing
- 26 and recording testimony from both parties and applying the rules of the F.M.C.S.
- 27 or the S.E.R.B. The arbitrator shall not have the authority to add to, delete from,
- 28 or modify any provisions of this Agreement.
- 29
- 30 F. The arbitrator shall expressly confine himself to the precise issues cited in the
- 31 submissions as per Section 14.4 and shall have no authority or privilege to
- 32 determine any other issue not so submitted to him. Nor shall the arbitrator have
- 33 the authority or privilege to submit observations or declarations of opinion which
- 34 are not directly essential in reaching a decision on the precise subject matter.
- 35
- 36 G. The arbitrator may not make an award which in effect grants either party that
- 37 which it was unable clearly to secure during past collective bargaining
- 38 negotiations.
- 39
- 40 H. An arbitration award shall not be used as a precedent for any subsequent case but
- 41 may be cited in support of the parties' position.
- 42
- 43 I. The arbitrator shall not grant relief that extends beyond the termination date of
- 44 this Agreement.
- 45

1 J. The arbitrator's decision and award will be in writing and will specifically state
2 the rationale for the decision. Said decision shall be mailed to the Labor Council
3 and the Mayor of the City or his designee within thirty (30) days from the date the
4 record is closed. When post-hearing briefs from the parties are requested, the
5 record is not closed until the parties have submitted such briefs.
6

7 Section 14.8 Number of Grievances to Be Heard at One Time The arbitrator shall hear only
8 one grievance at a time unless both parties agree to consolidate two or more grievances.
9

10 Section 14.9 Withdrawal of a Dispute After a dispute on which the arbitrator is
11 empowered to rule hereunder has been referred to him, such dispute may be withdrawn by either
12 party.
13

14 Section 14.10 Arbitration Limited to Life of Contract Disputes may only be submitted to
15 arbitration that arose during the life of the contract.
16

17 Section 14.11 Damages The arbitrator shall have the authority to grant damages and other
18 types of monetary relief.
19

20 Section 14.12 Decision Final and Binding The arbitrator's award shall be final and
21 binding on both parties and may be enforced in any court of competent jurisdiction except as
22 otherwise herein specified.
23

24 Section 14.13 Cost of Arbitration The fees of the arbitrator and the rent, if any, for the
25 hearing room shall be borne equally by the parties. The expenses of any non-employee
26 witnesses shall be borne, if at all, by the party calling them. The fees of a court reporter shall be
27 paid by the party asking for one; however, such fees shall be split equally if both parties desire a
28 reporter or request a copy of the transcript.
29

30 Section 14.14 Employees Attending Arbitration Hearing The grievant, the Labor
31 Council Representative, and employee witnesses, called by either party, who appear at an
32 arbitration hearing during their working hours shall not suffer any loss in pay. Member
33 witnesses, other than the grievant and grievant representative, called by the Labor Council will
34 be permitted time off with pay, if such time off is during regularly assigned work hours, provided
35 that the needs of the City, the Department, and the safety of the citizenry are not compromised.
36 The Labor Council shall provide to the City a list of member witnesses to be called.
37
38

39 **ARTICLE 15**
40 **PERSONNEL FILES**
41

42 **Section 15.1 Personnel Files**
43

44 A. Every member shall be allowed to review his personnel file at any reasonable
45 time upon written request. A member may also authorize his attorney to review

1 the personnel file. Such request shall be made to the Chief, and review of the file
2 shall be made in the presence of the Chief or designated representative.

3
4 B. Any member may copy documents in his file. The City may levy a charge for
5 such copying. Such charge shall bear a reasonable relationship to actual costs.

6
7 C. If upon examining his personnel file any member has reason to believe that there
8 are inaccuracies in documents contained therein, the member may write a
9 memorandum to the Chief with a copy to the Safety Director, explaining the
10 alleged inaccuracy. The Chief shall attach the memorandum to the document in
11 the file and shall note thereon his agreement or disagreement with the
12 memorandum's contents.

13
14 D. Any employee's signature on a document shall mean he has seen the document
15 and not that they agree with its content unless it is so stated on the document.

16
17 E. Records of discipline shall cease to have force and effect according to the
18 following schedule:

19
20

Suspensions	36 months
Written Reprimands	12 months

21
22

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

26
27 Records of commendations and awards shall not have force and effect for appeals
28 of discipline after a period of 24 months and shall remain in the employee's
29 personnel file.

30
31 F. In any case in which an action of record is disaffirmed through the Grievance
32 Procedure, the member's personnel file shall clearly reflect such disaffirmance.

33
34 Section 15.2 Public Review of Records The following guidelines shall be followed for
35 public requests to review personnel files:

36
37 A. The employer will request, but cannot require, that the person requesting the
38 records provide their name and address.

39
40 B. Prior to release of information an employee, or if an employee is not available the
41 union representative, will be notified about the request.

42
43
44 C. Prior to release of the public records, the employer may review the personnel file
45 with the Law Director's office to ensure that it contains no confidential matter

1 exempted from release. No information which is not required by law to be
2 disclosed shall be disclosed in response to a public request.

- 3
4 D. The employee may request copies of any documents in his personnel file that
5 were provided to the person reviewing the file.
6
7 E. A city employee must remain with the personnel files during the time the files are
8 reviewed so that nothing can be added or removed from the file.
9

10
11 ARTICLE 16
12 RIGHTS OF EMPLOYEES/DISCIPLINE
13

14 Section 16.1 Policy The City and the Labor Council agree that a clearly written
15 discipline policy will serve to promote fairness and equality in the work place and will minimize
16 potential misunderstanding among employees in disciplinary matters. Furthermore, the City and
17 the Labor Council agree that the procedures, set forth below, shall be consistently applied in
18 order to effectively and fairly correct unsatisfactory employee behavior.
19

20 Section 16.2 Classification of Complaints
21

- 22 A. Administrative: Complaints initiated internally against members of the
23 department.
24 B. Personnel: Complaints made by the public against members of the department.
25

26 Section 16.3 Complaints
27

28 A. Complaints - General
29

- 30 1. It is agreed that citizens will be encouraged to bring forward legitimate
31 complaints regarding misconduct by departmental employees and that
32 such will be received courteously and handled efficiently by all concerned.
33 In addition, both the Labor Council and the City agree that all personnel
34 will assist and cooperate in the processing of citizen complaints consistent
35 with established procedures.
36
37 2. Complaints shall be accepted from any source whether made in person, by
38 mail, or over the telephone as long as the complaint contains sufficient
39 factual information to warrant an investigation. Complaints from
40 anonymous sources without corroborative evidence after due inquiry shall
41 be deemed unfounded.
42
43 3. Citizens alleging misconduct on the part of a division member will be
44 requested to sign the complaint form.
45
46

1 Section 16.4 Internal Investigation

2
3 A. Procedure - General

- 4
5 1. Questioning or interviewing of an employee accused of misconduct will
6 be conducted or scheduled at a reasonable time, preferably while the
7 member is on duty.
8
9 2. The length of the interview or interrogation session(s) will be reasonable
10 with interruptions provided for personal necessities, meals, telephone
11 calls, and rest.
12
13 3. Interrogations/interviews will normally be conducted at the Zanesville
14 Safety Center or other appropriate location.
15
16 4. An accused employee who refuses to answer questions or participate in an
17 investigation shall be advised that such conduct, if continued, will be the
18 basis for a charge of insubordination.
19
20 5. Prior to the commencement of any interrogation/interview of an employee
21 accused of misconduct, said employee shall be advised of the nature of the
22 investigation and the allegations made against him.
23
24 6. Prior to questioning and upon request, an accused employee will be
25 provided a reasonable opportunity to review any documents previously
26 submitted by him that are specifically related and narrowly confined to the
27 circumstances surrounding the allegations made against him.
28
29 7. Prior to an employee being asked questions during an internal noncriminal
30 investigation which may lead to suspension without pay or termination of
31 the employee questioned, that employee shall be informed of his right to
32 have Labor Council representation. The Labor Council representative shall
33 be the union steward for the employee's bargaining unit or the steward's
34 designee. If after a reasonable time (2 hours) to acquire the services of a
35 Labor Council representative, the grievant fails and/or neglects to do so,
36 the investigation by the City will proceed without a Labor Council
37 representative.
38
39 a. A bargaining unit member who is called upon to serve as a
40 representative to an accused employee while both are on duty shall
41 be released from the requirements and responsibilities of such duty
42 while he is assisting such employee.
43
44 b. Such representative shall not suffer the loss of any compensation
45 and/or benefits.
46

- 1 c. Such relief from duty is contingent upon the approval of his
- 2 immediate supervisor which will not be unreasonably withheld.
- 3
- 4 d. Bargaining unit members who are not on duty and are summoned
- 5 to act as representatives of accused employees shall be
- 6 compensated as provided for in the call-in section of the contract.
- 7
- 8 e. Off duty bargaining unit members who are summoned to represent
- 9 an accused employee are not relieved from reporting to their
- 10 regularly assigned duties except as specified in this Article.
- 11

- 12 8. The Chief of Police, based upon a substantial objective basis to believe
- 13 that an officer who is subject to an investigation may be withholding
- 14 information relevant to the matter being investigated, may request an
- 15 officer to submit to a polygraph.
- 16

17 If the officer refuses to submit to the polygraph or to cooperate with the

18 operator, an adverse inference may be taken from the refusal. However,

19 the refusal of the officer to submit shall not be the sole basis for

20 disciplinary action either in the initial investigation or any subsequent

21 charge of insubordination based upon the refusal.

22

23 The member shall be entitled to a union representative during the pre-

24 interview and post-interview of the polygraph examination. Any such

25 polygraph examination shall only be conducted by a certified operator that

26 is not an employee of the City. No disciplinary action shall be taken by

27 the employer based solely on the results of such tests.

28

29 B. Formal Statements (Administrative and Non-Criminal)

30

- 31 1. Formal Statements, other than the initial interview/inquiry of employees
- 32 accused of misconduct, shall be recorded.
- 33
- 34 2. With reasonable notice to the Police Chief (or designee), the accused
- 35 employee will be provided the opportunity to listen to and/or review the
- 36 results of such recorded statement and prepare personal notes with respect
- 37 to such recording.
- 38
- 39 3. With reasonable notice, copies of the accused employee's formal recorded
- 40 statement, either tape recorded or transcribed if such is made, will be
- 41 provided to the accused employee if so requested by the affected
- 42 employee. Costs incurred with respect to preparation, duplication,
- 43 copying, etc. shall be absorbed by the employee so requesting.
- 44
- 45 4. Under those circumstances in which an attorney from or assigned by the
- 46 City Law Director's office is a participant in the investigation of an

1 accused employee complaint, said accused employee shall have the right
2 to be accompanied by an attorney of his own choosing. The cost incurred
3 for representation by the personal attorney must be borne by the
4 bargaining unit or the employee so hiring. Acquiring representation by a
5 personal attorney shall not disrupt or cause unreasonable delay of such
6 proceedings.
7

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

10
11 6. A bargaining unit member who is the subject of a criminal investigation
12 and who chooses, after being so advised of his constitutional rights, to
13 exercise them, will not be charged with insubordination for refusing or
14 declining to answer questions with respect to the alleged criminal conduct.
15

16 7. Evidence obtained as a result of unlawful pressure exerted on the
17 immediate subject of a criminal investigation shall not be admissible in
18 any subsequent criminal proceeding.
19

20 a. A lawful order shall not be construed as unlawful pressure.
21

22 C. Miscellaneous Provisions
23

24 1. Complaints lodged against a bargaining unit member, when determined by
25 the Chief of Police (or designee) to be unfounded, shall not be made a
26 part of the employee's personnel file and shall not be used in any
27 subsequent disciplinary procedure.
28

29 2. Compensation for employees participating in a disciplinary investigation
30 during their off-time shall be as specified in the call-in section of this
31 contract.
32

33 Section 16.5 Disciplinary Procedure
34

35 A. No employee shall be disciplined except for just cause. Warnings or reprimands
36 that do not involve a reduction in pay, position, suspension, or discharge are not
37 appealable to the Arbitration Procedure.
38

39 B. The principles of progressive disciplinary action will be followed with respect to
40 minor offenses. It shall be corrective and applied in a uniform manner. Normal
41 progressive discipline shall consist of an oral warning, written reprimand, short
42 term suspension, and either a long term suspension, demotion, or discharge.
43

44 C. The City shall take corrective action deemed necessary by the circumstances on a
45 case-by-case basis.
46

- 1 D. The City agrees not to suspend, demote, or discharge an employee without first
2 conducting a hearing. This hearing is to be held between the City, the employee,
3 and a Labor Council representative if the employee so desires. Hearings where
4 practical shall be conducted at hours reasonable related to the employee's shift,
5 preferably during his work hours.
6
- 7 E. The City agrees that all disciplinary procedures shall be carried out in private and
8 in a businesslike manner.
9
- 10 F. In cases where a suspension of thirty (30) days or less has been imposed on a
11 bargaining unit employee, the Employer may offer the employee the option to
12 forfeit accrued leave time (vacation or compensatory time). The forfeiture shall
13 be one (1) hour of leave for each hour of proposed suspension. The type of leave
14 shall be the employee's choice. The forfeiture of leave shall constitute corrective
15 action of record and shall be placed in the employee's personnel file. The
16 forfeiture of leave shall constitute the final resolution of the departmental charges.
17 Once accepted by the employee, forfeiture of leave is not subject to appeal.
18
- 19 G. The City shall not initiate the public disclosure of any disciplinary action taken or
20 proposed against any employee unless and until criminal charges have also been
21 filed.
22
- 23 H. In disciplinary matters involving the imposition of a specified time period of
24 suspension, the effective date for the commencement of the time limits that
25 govern the appeal of that suspension shall be as specified in Section 124.34 of the
26 Ohio Revised Code and the City of Zanesville Civil Service Commission Rule IX
27 or the provisions of this Agreement whichever is applicable.
28
- 29 I. An appeal of an imposed suspension shall act as a stay of that suspension until
30 such time as a decision is rendered with respect to the appeal.
31
- 32 J. Actions contrary to the procedures detailed herein shall be subject to the
33 grievance procedure unless the employee chooses to appeal to Civil Service.
34
- 35 K. The City shall within a reasonable time, given the circumstances of an alleged
36 infraction, complete its investigation and file charges for disciplinary action
37 against an employee. In the case of traffic accidents, the City shall have sixty
38 (60) days. In instances where the investigation cannot be completed within the
39 time limits stated above, an additional fifteen (15) day period may be granted by
40 mutual agreement of the City and the affected employee or Labor Council
41 Representative except that in no case shall the City have more than sixty (60) days
42 to investigate and file charges. The Labor Council and its members agree to assist
43 in the expediting of investigations of alleged actions, incidents, and occurrences.
44
45
46

ARTICLE 17
DRUG/ALCOHOL TESTING

Section 17.1 Employees Tested Drug/alcohol testing may be conducted on employees at random, post-incident, or for reasonable suspicion.

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

Four times per year, at its choosing, the testing facility will randomly select one name for alcohol testing and one name for drug testing from among the department’s Police Sergeants, Lieutenants, and Captains.

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

On the day selected for testing, the employees to be tested will be transported to the testing facility for testing. No employee will be called in for testing.

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

Section 17.2 Test Requirements All drug screening tests shall be conducted by medical laboratories meeting the standards of the National Institute of Drug Abuse and the National Institutes of Health. No test shall be considered positive until it has been confirmed by a gas Chromatography/Mass Spectrometry full scan test or its equivalent. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing, and this outline shall be followed in all situations arising under this Article.

Section 17.3 Alcohol Tests Alcohol testing shall be done in the same manner as to detect drivers operating a motor vehicle under the influence. A positive result of a blood alcohol concentration of .03% or above shall entitle the Employer to proceed with sanctions as set forth in this Article.

Section 17.4 Test Results

- A. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall

1 affirm that the test results were obtained using the approved protocol methods.
2 The employee shall provide a signed release for disclosure of the testing results.
3 Refusal to submit to the testing provided for under this Agreement may be
4 grounds for discipline.
5

- 6 B. The Employer may suspend the employee without loss of pay before the time the
7 confirmatory test results are complete. If the screening test and confirmatory test
8 are positive, the Employer may discipline the employee. The use of illegal
9 substances, on or off duty, will ordinarily result in termination. The improper use
10 of prescription drugs and/or alcohol may result in a lesser discipline depending
11 upon the relevant circumstances.
12

13 Section 17.5 Confirmatory Tests

- 14
15 A. If a drug screening test is positive, a confirmatory test shall be conducted utilizing
16 the fluid from no more than two of the three containers collected in the manner
17 prescribed above.
18
19 B. In the event the second test confirms the results of the first test, the Employer may
20 proceed with the sanctions as set forth in this Article.
21
22 C. In the event that the second test contradicts the result of the first test, the
23 Employer may request a third test in accordance with the procedures prescribed
24 above. The results of this test, if positive, shall allow the Employer to proceed
25 with sanctions as set forth in this Article. If the results are negative, the employee
26 shall be given the benefit of the doubt and no sanctions shall be imposed.
27

28 Section 17.6 Laboratories A list of two (2) testing laboratories shall be maintained by
29 the Employer. These laboratories shall conduct any testing directed by the Employer.
30

31 Section 17.7 Rehabilitation If the testing required above has produced a positive result,
32 the Employer may take disciplinary action and/or require the employee to participate in any
33 rehabilitation or detoxification program that is covered by the employee's health insurance. An
34 employee who participates in a rehabilitation or detoxification program shall be allowed to use
35 sick time, compensatory days, vacation leave, and personal leave days for a period of the
36 rehabilitation or detoxification program.
37

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

1
2 Section 17.8 Discipline If the employee refuses to undergo rehabilitation or detoxification,
3 or if he tests positive during a retesting within one (1) year after his return to work from such a
4 program, the employee shall be subject to disciplinary action up to and including termination of
5 his employment.

6
7 Section 17.9 Testing Cost Costs of all drug screening tests and confirmatory tests
8 shall be borne by the Employer except that any test initiated at the request of the employee shall
9 be at the employee's expense.

10
11 Section 17.10 Confidentiality All tests results and actions taken under or pursuant to this
12 Article shall be kept confidential in accordance with and subject to state and federal law.

13
14
15 **ARTICLE 18**
16 **ORDINANCES, RULES AND REGULATIONS**

17
18 Section 18.1 Ordinances The City agrees, upon request, to furnish the Labor Council with a
19 copy of any ordinance pertaining to the Department which is pending before the City Council.

20
21 Section 18.2 Rules and Regulations The City agrees that Rules and Regulations of the
22 Department shall be furnished to all members of the bargaining unit in written form.

23
24 To the extent possible the City agrees that amendments to the Rules and Regulations shall
25 be provided to the Labor Council in advance of their implementation. The Labor Council or any
26 member of the bargaining unit may request a meeting of the Labor/Management Committee to
27 seek clarification or to present alternative viewpoints with respect to such amendments.

28
29 The Rules and Regulations shall be applied and interpreted consistently by the City and
30 may not violate any provision of this Agreement.

31
32 Nothing herein shall be construed in any manner as a limitation of the City's right to alter
33 its work rules, policies, or directives.

34
35
36 **ARTICLE 19**
37 **REPORTING FOR WORK**

38
39 Section 19.1 Lateness

- 40
41 A. Police officers are to be punctual at all times.
42
43 B. No monetary penalty will be given an employee who reports for work less than
44 six (6) minutes late. For tardiness at or beyond six (6) minutes, the regular
45 procedure of six (6) minutes intervals will apply, i.e., up to twelve (12) minutes,
46 minus 2/10 of an hour; up to eighteen (18) minutes, minus 3/10 of an hour; up to

1 twenty-four (24) minutes, minus 4/10 of an hour; up to thirty (30) minutes, minus
2 5/10 of an hour, etc.

- 3
- 4 C. Police officers who are late three (3) work days within a 30-day period shall
5 receive a written reprimand.
- 6
- 7 D. Police officers who are late four (4) work days within a 30-day period shall
8 receive a two-day suspension without pay.
- 9
- 10 E. Police officers who are late five (5) work days within a 30-day period shall
11 receive a five-day suspension.
- 12
- 13 F. Patterned use of lateness, even though it may not fall within the parameters
14 outlined, shall result in progressive disciplinary action.
- 15
- 16 G. Instances of tardiness of less than six (6) minutes shall be considered in
17 determining chronic lateness.
- 18
- 19 H. In cases where the disciplinary action described above fails to correct an
20 employee's chronic lateness, additional disciplinary action may be taken.
- 21

22 Section 19.2 Notice of Absence

23

24 A. Any employee who is unable to report for work at his assigned time for any
25 reason shall notify the proper designated authority no sooner than (8) hours before
26 his assigned starting time and no later than one (1) hour before his starting time.
27 Notice of absence may be given through another person only if the employee is
28 physically unable to provide the proper notice. When notice is not provided, the
29 employee will not be paid for his time off unless he can furnish compelling
30 evidence that circumstances beyond his control preventing giving proper notice.
31 An employee who is absent three (3) consecutive work days without notifying the
32 City, or without valid reason for failure to so notify the City, will be considered to
33 have voluntarily resigned.

34

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

38

- 39 First Offense - 2 days suspension without pay
40 Second Offense - 5 days suspension without pay
41 Third Offense - Dismissal
- 42

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

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ARTICLE 20
WORKING CONDITIONS

Section 20.1 Protection of Employees Safety and Health The City will continue to make reasonable provisions for the safety and health of its employees. The Labor Council agrees that it will direct its members to use the protective devices, wearing apparel, and other equipment provided by the City for the protection of employees from injury. The Labor Council also agrees that it will encourage its members to promptly report conditions in the City's facilities that might be dangerous to employees and the public and to do all in their power to make City property and equipment safe, sanitary, and dependable. Any injury or accident, however minor, shall be immediately reported to the Police Chief or his authorized representative.

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

Section 20.2 Protective Equipment Protective devices, when provided and required, must be used. Failure to use such devices shall be deemed cause for disciplinary action.

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

Section 20.3 Improper Use and Care of City Property An employee who willfully or negligently loses or destroys protective equipment, devices, or articles of wearing apparel shall be requested to reimburse the City for the cost of such items. Employees are responsible and liable for the proper use and care of the facilities, supplies, and equipment provided by the City.

Section 20.4 Return of City Property An employee leaving the service of the City whether through resignation, retirement, layoff, or discharge is responsible for returning any City property which he may have in his possession except that a member who honorably retires from active duty with five (5) or more years of continuous service with the department may purchase his/her service weapon at cost less 10% depreciation per year of the life of the weapon. For purpose of this section, City property shall include equipment purchased with uniform allowance and listed by the Labor/Management Committee. Failure to return City property may result in the employee's final check being held until such return is made, or deductions may be made for the value of the property.

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ARTICLE 21
HOURS OF WORK AND OVERTIME

Section 21.1 Intent This Article is intended to define the hours of a work day, hours of a work week, and to define the basis for the calculation of overtime.

1 Section 21.2 Work Day and Work Week

- 2
- 3 A. A work day shall consist of eight (8) hours during a scheduled work shift. Except
- 4 to accommodate change of shifts or days off, a work week shall consist of five (5)
- 5 work days followed by two (2) consecutive days off.
- 6
- 7 B. Should the Chief of Police decide to implement a four-ten schedule, such
- 8 schedule will consist of four (4) ten-hour days, or eight (8) such days per pay
- 9 period.

10

11 Section 21.3 Overtime

- 12
- 13 A. All hours worked in excess of forty (40) hours in one (1) week shall be paid at
- 14 one and one-half (1½) times the employee's regular straight-time hourly rate.
- 15
- 16 B. For purposes of this section, "hours worked" is defined as hours actually worked
- 17 plus paid leave time except that sick leave shall not be counted as "hours
- 18 worked."
- 19
- 20 C. For purposes of computing overtime, the work week shall begin Friday at 12:00
- 21 a.m. and end the following Thursday at 11:59 p.m. This workweek shall be used
- 22 for payroll purposes only and shall not be construed as establishing the actual
- 23 days of work for any employee or group of employees.
- 24
- 25 D. Overtime work shall include only that work performed by an employee at the
- 26 direction of the Police Chief (or designee).
- 27
- 28 E. If an emergency is declared by someone with authority to do so, and a bargaining
- 29 unit member is ordered to work before or after his normal hours of work, he shall
- 30 be paid double-time for all such hours. In any other case, the employee so
- 31 ordered to work shall be compensated at the appropriate rate of pay.
- 32
- 33 F. Overtime shall be based on 1/10 of an hour increments.
- 34
- 35 G. Time worked on the first or second consecutive regular days off due to work
- 36 schedules being changed at the request of the member, trading days off by mutual
- 37 consent of members, or time worked as a result of changing shifts where there is a
- 38 continuous twenty-four (24) hours per day operation and/or a continuous seven
- 39 (7) day per week operation is not subject to premium rates.
- 40
- 41 If an individual employee is to be transferred to another shift, he shall be provided
- 42 with a minimum of seventy-two (72) hours notice except in the case of
- 43 emergencies, manpower shortages, or by mutual agreement.

44

45 Section 21.4 Compensatory Time Bank

46 An employee, at his option, may elect to accrue compensatory time at the rate of one-and-one-half (1-1/2) hours off for each hour of

1 overtime work and place such time in a comp-time bank. Once the employee has placed such
2 time in the bank, he must give a twenty-four (24) hour advance notice to the Chief of Police for
3 comp time leave except that such comp time would be permissible with a one (1) hour notice if
4 the supervisor so granting such leave is of the opinion that doing so would not unduly disrupt the
5 operations of the Department. The Employer shall have the sole discretion for granting such
6 leave, but such denial should be for just cause and not mere inconvenience. The maximum
7 accrual of compensatory time shall be 200 hours. During the first year of this contract, current
8 employees with more than 200 hours of accrued compensatory time will be paid for their accrued
9 hours above 200.

10
11 Section 21.5 Pay Out Upon separation for any reason, the employee shall be paid for any
12 accumulation of accrued compensatory time.

13
14 Section 21.6 Pyramiding

15
16 There shall be no pyramiding of overtime or other rates of pay or other compensation
17 with any other pay rates unless specifically required by the terms of this Agreement.

18
19
20 ARTICLE 22
21 WAGES

22
23 Section 22.1 Salaries, Wages, and Salary Ranges

24
25 A. Upon promotion, the pay rate for Captains shall be twelve percent (12%) above
26 the Lieutenants hourly rate of pay.

27
28 Section 22.2 Automatic Pay Increments Pay increases shall be effective on the first day of
29 the first full pay period in January.

30
31 Section 22.3 Longevity Pay

32
33 A. The City of Zanesville will grant longevity pay each year to permanent full-time
34 employees covered by this Agreement in accordance with the following schedule:

<u>Years of Service</u> <u>As of September 30</u>	<u>Longevity Pay</u>
5	2% of Previous Annual Payroll Earnings
9	3% of Previous Annual Payroll Earnings
13	4% of Previous Annual Payroll Earnings
16	5% of Previous Annual Payroll Earnings
22	6% of Previous Annual Payroll Earnings

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

45
46 C. September 30 of each year in which the payment is to be made shall be used in

1 calculating years of service for longevity pay.
2

3 D. Payment shall be made in a lump sum during October of each year and shall be
4 separate from the employee's regular paycheck. Longevity pay shall be taxed as
5 if earned over the entire payroll year (26 pay periods).
6

7 E. Upon termination under honorable circumstance, employees who are eligible for
8 longevity pay will be paid as part of their terminal pay the final partial year's
9 longevity pay on a prorated basis. The prorated pay shall be based on the number
10 of completed pay periods in the final year of service divided by twenty-six (26)
11 and multiplied by the longevity pay due for the entire year.
12

13 Section 22.4 Call-In Pay/Court Pay
14

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

19 B. An employee called in under Section A shall receive three (3) hours pay at his
20 base rate (straight time) or pay for time actually worked at the applicable rate
21 whichever is greater.
22

23 C. Call-in pay shall not be provided for: (1) work extending beyond the end of an
24 employee's scheduled shift, (2) work before and continuing into his scheduled
25 shift, (3) scheduled training period, (4) scheduled departmental meetings, (5)
26 situations in which employees are summoned back to work to correct errors or
27 incomplete task during his assigned duty hours.
28

29 D. Employees who fall under Section C only shall be paid at the applicable hourly
30 rate, except that for scheduled training periods and scheduled department
31 meetings employees shall receive one (1) hour's pay at his base rate (straight
32 time) or pay for time actually worked at the applicable rate, whichever is greater.
33

34 E. "Scheduled" as listed in Section C only shall mean a minimum of 48 hours'
35 notice.
36

37 F. An employee may, at his option, receive compensatory time off in lieu of pay for
38 call-in or court appearances.
39

40 G. Call-in time for which payment is rendered shall not be used for computing the
41 forty (40) hour work week for premium pay. Any time actually worked under
42 each call-in that exceeds two (2) hours shall be used in computing the forty (40)
43 hour week for premium pay. Hours worked as defined in Section 21.3(B) shall be
44 used to compute the forty (40) hour work week for premium pay.
45
46

1 Section 22.5 Temporary Transfer Compensation When the Police Chief is on leave or
2 at school and, as a result, an employee is temporarily assigned to serve as Police Chief for a
3 minimum of four (4) hours or more, the employee shall be paid a rate that is 5% higher than his
4 regular rate of pay.

5
6 Section 22.6 Pyramiding

7
8 There shall be no pyramiding of overtime or other rates of pay or other compensation
9 with any other pay rates unless specifically required by the terms of this Agreement.
10

11
12 ARTICLE 23
13 VACATION/HOLIDAYS/PERSONAL LEAVE
14

15 Section 23.1 Accrual of Vacation

- 16
17 A. Permanent full-time employees covered by this Agreement shall accumulate
18 vacation leave with pay at the rate of 9.89 hours per pay period.
19
20 B. Each employee shall be required to take vacation during each year except that
21 upon written approval of the Chief Executive Officer, vacation may be
22 accumulated up to a maximum of 600 hours. Under no circumstances will an
23 employee be allowed to take vacation in advance.
24

25 Section 23.2 Vacation Preference All vacations shall be taken with the prior approval
26 of the Police Chief. Whenever possible, vacation preference will be based on seniority. Vacation
27 shall be scheduled so as to meet the operating requirements of the City and the preference of the
28 employees. Denial of vacation leave shall be for just cause and not mere inconvenience.
29 Beginning February 1st of each year, annual vacations of up to four (4) consecutive weeks may be
30 requested and shall be by seniority. Once each covered employee has the opportunity to choose a
31 vacation, the vacation list shall be rotated in the same manner two (2) more times. Each
32 employee may choose a maximum of two (2) additional weeks during each rotation. A maximum
33 of six (6) weeks vacation may be requested in the three sign-up rotations. Annual vacations shall
34 be scheduled by March 31 of each year. No more than three (3) separate blocks of time may be
35 used as annual vacation. After March 31, there shall be no bumping of scheduled vacations. The
36 vacation period for scheduling will be from April 1 to March 31 of the next year. Requested time
37 off for other than annual vacations shall be submitted no sooner than 30 days prior to the day
38 requested and will be on a first come, first served basis.
39

40 Section 23.3 Other Considerations

- 41
42 A. An employee requesting vacation time use must give a 24 hour advance notice to
43 the Chief of Police except that vacation usage would be permissible with a one (1)
44 hour notice if the Police Chief is of the opinion that doing so would not unduly
45 disrupt the operations of the Police Department. The Employer shall have the
46 sole discretion for granting such leave, but denial should be for a valid reason and

1 not mere inconvenience.

2
3 B. Vacation time may be charged out in one (1) hour increments.

4
5 C. Vacation hours shall be compensated at the employee's current base pay rate.

6
7
8 Section 23.4 Employees Not on the Active Payroll Employees not on the active payroll
9 are not entitled to accrue vacation leave unless such absence is caused by an injury sustained
10 while acting in their capacity as a Bargaining unit employee.

11
12 Section 23.5 Court Interruption of Vacation In the event an employee finds his annually
13 scheduled vacation interrupted by scheduled court appearances, management will compensate
14 with a minimum of five (5) hours compensatory time or a minimum of eight (8) hours regular
15 pay. The term annually scheduled vacation is defined as any vacation scheduled during the
16 scheduling rotation described in Section 24.2 herein.

17
18 Section 23.6 Vacation Pay-Out Upon separation, an employee shall be paid for his unused
19 accumulation of vacation leave up to a maximum of 600 hours. Upon retirement after 19 years
20 of service, an employee may cash in such unused accumulation of vacation.

21
22 Section 23.7 Personal Day Employees shall be granted three (3) personal days with
23 pay per year. Personal days may not be carried over into the next year. Personal days shall be
24 scheduled off in accordance with Section 23.3 above.

25
26 Section 23.8 Working on National Holidays

27
28 A. Employees who are required to work on a day observed as a holiday shall be paid
29 at a rate of one and one half (1½) their regular hourly rate for all hours worked on
30 the listed holidays. Additionally, any employee who is held over to work on
31 another shift on a holiday shall be paid two times their normal rate of pay for the
32 second shift. The following holidays shall apply: New Year's Day, Martin
33 Luther King Day, President's Day, Memorial Day, Juneteenth, Independence
34 Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and
35 Christmas Day, and any additional Holiday(s) declared by the President of the
36 United States, by the Governor of the State of Ohio, or by the Mayor or Council
37 of the City of Zanesville.

38
39 B. When one of the holidays listed above falls on a Sunday, the next following
40 Monday shall be observed as a holiday. When one of the holidays listed above
41 falls on a Saturday, the preceding Friday shall be observed as a holiday.

ARTICLE 24
INSURANCE SCHEDULE

Section 24.1 Insurance

- A. Insurance Plan: 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. Spouse: 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. Health Insurance Committee: The City shall establish a health care committee comprised of the Budget and Finance Director, the Human Resource Manager, the Mayor, the Law Director, one (1) representative from City Council, two (2) representatives from A.F.S.C.M.E., two (2) representatives from the F.O.P/O.L.C. bargaining unit, one (1) representative from the I.A.F.F., and one (1) 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. Employee Contribution to Premiums: Employee contribution for health care coverage shall not exceed in 2021 12%, 2022 13%, 2023 14% of the fully funded rates provided to the City by the plan's third-party administrator at the annual plan renewal with a premium caps per pay period contributions by employees of:
- i. 2021 single \$44.58 and family \$124.64
 - ii. 2022 single \$55 and family \$145
 - iii. 2023 single \$65 and family \$165.

Section 24.2 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 six months provided that the employee continues paying his or her share of the insurance cost established in Section 24.1.D.

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Section 24.3 Life Insurance Clause The City will continue to provide the forty thousand dollar (\$40,000) life insurance policy currently in effect. It is the employee’s responsibility to notify the City of a change in the policy’s beneficiary.

Section 24.4 Insurance Grievances A grievance alleging violation of the terms of this Article shall proceed immediately to Step 3 in the grievance procedure pursuant to Section 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 Section 24.1 are grievable.

ARTICLE 25
CLOTHING ALLOWANCE

Section 25.1 Amount of Allowance

- A. Employees shall receive a one thousand dollar (\$1,000.00) annual uniform maintenance allowance to be paid out semi-annually in January and July to the employee. Any new clothing changes required by the Chief, independent of the uniform committee recommendation, shall be provided by the City at no cost to the employee.
- B. The City will provide at no cost to the employee an III A Protection (under current NIJ Standards) “THOR” or equivalent protection (Taser Protection) Vest; two vest carriers with choice of extended coverage.

ARTICLE 26
SICK LEAVE

Section 26.1 Accumulation of Sick Leave Each employee shall accumulate sick leave with pay at the rate of 4.6 hours for each eighty (80) hours in paid status except that the maximum accrual of sick leave shall not exceed 4.6 hours per period. Accumulation of sick leave shall be unlimited.

Section 26.2 Uses of Sick Leave

- A. An employee may use sick leave:
 - 1. In case of his own illness or exposure to contagious disease;
 - 2. Injury (on duty injuries after injury leave is used up);
 - 3. For attendance to members of his household whose illness or injury requires the care of the employee.
 - 4. In the event of death in the employee's immediate family, a maximum of five days of bereavement leave may be used for this purpose per

1 occurrence. Bereavement leave will not be taken from sick leave. In
2 certain circumstances the Police Chief may authorize more than five (5)
3 days of bereavement leave except that only one occurrence of
4 bereavement leave shall be granted per year. Sick leave will be used for
5 additional occurrences. Employees may use up to (5) days for
6 bereavement leave for one time each calendar year for another individual
7 with whom the employee has a relationship.
8

9 B. As used in this section, the term "household" shall mean two or more persons
10 living together in a single dwelling unit and the term "immediate family" shall
11 mean husband, wife, child, stepchild, parent, stepparent, grandparent, spouse's
12 grandparent, mother-in-law, father-in-law, brother or sister of the employee, and
13 shall also mean brother or sister of the employee's spouse.
14

15 C. All sick leave shall be charged in multiples of one (1) hour.
16

17 Section 26.3 Request for Sick Leave Pay Employees who are absent must request sick leave
18 pay in writing upon returning to work. In the written request, the employee must state his reason
19 for being absent. A doctor's certificate may be required, at the discretion of the Employer stating
20 the nature of the illness and the period of confinement after the employee is absent for more than
21 two (2) work days. The Police Chief may require an employee to furnish a doctor's certificate for
22 a lesser absence if there is reason to believe that the use of sick leave is being abused.
23

24 Section 26.4 Minimum Service for Sick Leaves There shall be no minimum service
25 required prior to using sick leave. An employee may use sick leave as soon as sick leave hours
26 are accrued.
27

28 Section 26.5 Sick Leave Paid at Base Rate Pay for sick leave shall be at the employee's
29 current base rate of pay.
30

31 Section 26.6 Unpaid Leave When an employee receives his last check for sickness or
32 non-duty disability, he will be placed on leave without pay for a period not to exceed six months.
33 If at the end of that time, said employee is still unable to return to work, his employment shall be
34 terminated.
35

36 Section 26.7 Outside Employment While on Sick Leave An employee, who is
37 self-employed or works for another Employer while on sick leave within sixteen (16) hours after
38 the start of their shift, shall be subject to disciplinary action including dismissal. However, if the
39 reasons for the sick leave usage are due to an injury, and the employee is capable of performing
40 limited or light duty assignments for the employer, the employee may perform other outside
41 work under the same restrictions.
42

43 Section 26.8 Abuse of Sick Leave Both parties are in agreement that after a proper
44 investigation is conducted and the facts established that an employee did, in fact, abuse sick
45 leave, disciplinary action should be taken against such employee. An employee found to be
46 abusing the sick leave privilege by falsifying information will be subject to disciplinary action

1 including dismissal. Abuse of sick leave shall also include overuse, which shall be defined as
2 more than five occurrences of sick leave use in a twelve-month period not counting approved
3 sick leave taken in the event of death in the employee’s immediate family.

4
5 Section 26.9 Sick Leave Reciprocity Each full-time employee with more than one (1)
6 year of service who works a forty (40) hour work schedule shall have the option of receiving
7 payment in cash for unused sick leave hours at the end of each payroll year, provided such
8 employee was entitled to sick leave benefits during said payroll year and provided further that
9 the employee was in paid status, based on the following calculation table.

<u>Sick Leave Used</u> <u>During Payroll Year (Hours)</u>	<u>Sick Leave Reciprocity</u> <u>Cash Payment (Hours)</u>
0 - 8	48
9 - 16	32
17 - 24	24
25 - 32	16
33 or more	0

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19 Each eligible full-time employee may elect to receive the Sick Leave Reciprocity Cash
20 Payment, or they may retain their accrued sick leave hours. The number of reciprocity hours
21 paid each employee will be subtracted from their total accrued sick leave. The remainder of the
22 employee's unused sick leave shall be carried forward each year. The payment shall be made at
23 the employee's base hourly rate. Payment shall be rendered during the first week of each year
24 and shall be separate from regular payroll.

25
26 Section 26.10 Termination of Employment Pay-Out

- 27
28 A. No payment shall be made for accumulated sick leave at the time of termination
29 of employment except that a permanent employee with ten (10) or more years of
30 continuous service with the City may elect at the time of retirement from the City
31 to be paid in cash for one-third (1/3) of the value of his accrued but unused sick
32 leave credit. Such payment shall be based on the employee's rate of pay at the
33 time of retirement. Payment for sick leave on this basis shall be considered to
34 eliminate all sick leave credit accrued by the employee at that time. Such
35 payment shall be made only once to any employee. The maximum payment shall
36 be one-third of 1,500 hours.
- 37
38 B. In the event an employee dies or is permanently disabled: (1) the ten (10) year
39 service requirement shall be waived, and (2) in the case of death, payment shall be
40 made to the estate of the deceased.

- 1 B. Whenever the Employer determines that a permanent vacancy exists, a notice of
2 such vacancy shall be posted on the bulletin board for fourteen (14) calendar days.
3 During the posting period, anyone wishing to apply for the vacant position shall
4 do so by submitting a written application to the Civil Service Commission. The
5 Civil Service Commission shall not be obligated to consider any applications
6 submitted after the posting period or received from applicants who do not meet
7 the minimum qualifications for the job. Employees may submit a bid on behalf of
8 other employees in their absence.
9
- 10 C. Nothing in this section shall be construed to limit or prevent the Employer from
11 temporarily filling a vacant position with the member determined to be most
12 qualified in the opinion of the City’s Administration. This temporary position may
13 be filled with any current member of the next lower rank pending the Employer’s
14 determination to fill the vacancy on a permanent basis. Such temporary
15 assignments shall not exceed one hundred eighty (180) days. Temporary
16 assignments will not be used to fill a vacant position if an eligibility list exists.
17
- 18 D. All timely filed applications shall be reviewed by the Civil Service Commission.
19 No employee shall be eligible to take the promotional exam until he has at least
20 one year in the next lower rank.
21
- 22 E. For promotional examinations, the Employer shall use a validated assessment
23 center.
24
- 25 F. The assessment process shall be administered by a validated assessment provider
26 agreed upon by the parties. The assessment process shall consist of three
27 assessors one of whom shall be appointed by the Labor Council, one by the City
28 and shall be headed by a person provided by the provider. The Labor Council
29 appointed and City appointed assessors shall be persons who are neutral, not City
30 residents, and who are not associated or affiliated with the City and shall be
31 subject to approval by the provider. The Labor Council and the City will be
32 responsible for the qualifications of the assessors they appoint. The provider will
33 be responsible to indicate the qualifications necessary to be an assessor.
34
- 35 G. The assessment center will make available to the City, the Labor Council, and the
36 candidates an eligibility list of all persons who passed the assessment process and
37 ranking them in order from the highest to lowest. There shall be a five (5)
38 calendar day appeal period of the eligibility list. The appeal must be filed with
39 the provider. The City shall appoint the highest-listed person to the vacant
40 position. Should that person refuse or be no longer eligible (through retirement,
41 disability, etc.), the next highest shall be appointed, and so on. The list is good
42 for twenty-four (24) months from the date of the final posted list.
43
- 44 H. An employee who, without good cause, fails to appear for a scheduled exam shall
45 reimburse the City for the individual’s cost of the exam up to a maximum of
46 \$500. If the employee fails to do so within two weeks, the City may deduct the

1 amount owed from the employee’s pay.
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4 ARTICLE 30
5 MISCELLANEOUS ECONOMIC
6

7 Section 30.1 Expense Reimbursement With prior approval, the City shall
8 reimburse employees for all job related expenses, including meals, while working on required
9 special assignments. The employees must submit necessary receipts along with the request for
10 payment.

11
12 Section 30.2 Copies of Agreement The Labor Council shall furnish each employee in
13 the bargaining unit a copy of the Agreement within thirty (30) days of the signing date of the
14 Agreement.
15

16 Section 30.3 Fitness Center The City will contribute two hundred dollars (\$200.00) per
17 participating employee each calendar year towards memberships in a mutually agreed fitness
18 center. The following is the procedure for obtaining this benefit:
19

- 20 1. Annually, beginning the first week of January, a notice will be placed on the
21 FOP/OLC Bulletin Board and the “pass around” to remind employees it is time
22 for the annual sign up.
- 23 2. Employees will personally go to the health club establishment and sign up. The
24 employee will advise the health club that the City of Zanesville will pay \$200.00
25 toward annual membership.
- 26 3. The health club or employee will be responsible for turning an invoice into the
27 Zanesville Finance Director’s Office by February 10.
- 28 4. Payment will normally be made to the “health club” by the City after the February
29 10 deadline.
30

31 ALTERNATIVELY, each participating employee may use his annual \$200.00 fitness
32 contribution to purchase, either individually or in conjunction with one or more participating
33 employees, exercise equipment for exclusive use in the city gym. The employee expressly
34 understands and acknowledges that any equipment purchased under this provision must be
35 donated to the city gym, and such equipment becomes the sole property of the city. The
36 employee waives all rights of ownership in the donated equipment. Prior to purchasing any such
37 equipment, the employee(s) must have the choice of equipment approved in writing by the Chief
38 of Police or his designee. Payment of this fitness contribution to the employee shall be on a
39 reimbursement basis upon showing proof of a valid receipt, along with the Chief’s approval of
40 such purchase, to the Finance Director on or before February 10 of each year.
41

42 Section 30.4 City Legislation The City agrees that it will adopt the necessary ordinances
43 to confirm and authorize the negotiated items in this Agreement.
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ARTICLE 31
WAIVER IN CASE OF EMERGENCY

Section 31.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Muskingum County Sheriff, the Mayor of Zanesville, or any other authorized governmental official for acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time Limits for the processing of grievances; and
- B. Selected work rules and/or agreements and practices relating to the assignment of employees.

Section 31.2 Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of the Agreement and shall proceed from the point in the grievance procedure to which they, the grievance(s), had properly progressed prior to the emergency.

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ARTICLE 32
MID-TERM BARGAINING

Section 32.1 Bargaining

- A. Except where immediate action is required due to (1) exigent circumstances that were unforeseen at the time of negotiations or (2) legislative action taken by a higher level legislative body after the agreement became effective and requires a change to conform to the statute, if the Employer finds it necessary to implement a change during the term of this contract to a mandatory subject of bargaining, and such change is not specifically addressed in this contract, the Employer shall notify the OLC of the proposed change. The OLC may, within 10 calendar days of such notice, submit a written demand to bargain the mandatory subject, in which case the parties shall meet within 10 days of the OLC’s demand.
- B. If the Employer takes immediate action due to “exigent circumstances” or “legislative action” as noted in section (A) above, this article does not limit the OLC’s rights before the State Employment Relations Board.

Section 32.2 Mediation

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

1 Section 32.3 Arbitration
2

- 3 A. If the parties have not reached agreement after mediation pursuant to Section 32.2
4 above, the parties shall submit the disputed issue(s) to arbitration. Arbitration will
5 be held under the regulations in ORC Chapter 4117 and rules promulgated by the
6 State Employment Relations Board for conciliation except as modified herein.
7
- 8 B. Within 30 days of receipt of the arbitrator’s decision, the Employer shall either:
9 (1) implement the modifications in the conditions of employment in accordance
10 with the arbitrator’s decision, or (2) abandon the proposed changes in the
11 conditions of employment and maintain the status quo.
12
- 13 C. The cost of arbitration shall be paid equally by the parties, except each party shall
14 be responsible for its own attorney’s and/or consultant’s fees.
15

16 Section 32.4 Employer May Abandon Proposed Changes
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- 18 A. The Employer may abandon the proposed changes in the conditions of
19 employment at any time during the process described herein and maintain the
20 status quo.
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ARTICLE 33
DURATION

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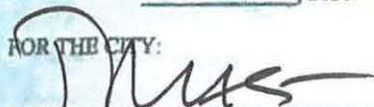
A. The effective date of this Agreement shall be the date of execution. This Agreement shall remain in effect through December 31, 2023.


B. If either party desires to modify or change this Agreement, it shall give electronic notice to such effect not later than September 1, of the year the contract expires. Negotiations shall then proceed as specified in The Ohio Revised Code. Upon the delivery of such notice, the parties shall meet with respect to a new Agreement sufficiently in advance of the expiration date so as to enable the parties in their attempts to reach an agreement prior to expiration.


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

IN WITNESS WHEREOF, the parties hereto have set their hand this ___ day of _____, 2021.

FOR THE CITY:


Donald Mason, Mayor


David Tarbert, Law Director


Doug Henry, Safety Director


[Redacted], Chief of Police



[Redacted], Budget & Finance Director

(Kade Haddox)

_____, Labor Counsel

FOR THE LABOR COUNCIL:


Tonya M. Sapp, FOP/OLC General Council


Scott Comstock, Captain


Christopher Phipps, Captain