



Zanesville – FOP Blue – 2021-2023 CBA - Final – 1.4.22

01/27/2022

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20-MED-07-0738

41358

## AGREEMENT BETWEEN

ZANE LODGE #5 FRATERNAL ORDER OF POLICE

AND

THE CITY OF ZANESVILLE, OHIO

(POLICE OFFICERS)

Date of Execution through December 31, 2023

Case No. 2020-MED-07-0738

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PREAMBLE

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

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

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

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

ARTICLE 1  
RECOGNITION

SECTION 1.1 - EXCLUSIVE BARGAINING AGENT

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

SECTION 1.2 - RIGHTS OF INDIVIDUALS

Pursuant to Ordinance 69-5 (revised) it is understood that this Agreement shall not in any way abridge the right of individual employees to seek their own redress of grievances, or to refrain from affiliation with the F.O.P.

SECTION 1.3 - NO DISCRIMINATION OR COERCION BASED ON AFFILIATION

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

- (A) The F.O.P. shall accept, and make available, the right to join the F.O.P. and also provide representation, if requested, to all employees covered by this Agreement on a nondiscriminatory basis.

1 F.O.P. members agree that they shall not allow membership or non-membership in the F.O.P. to  
2 affect their on-the-job relationship with their fellow sworn Police Officers.

3  
4 SECTION 1.4 - RECOGNITION CLAUSE APPLIES TO EMPLOYEES

5 This recognition clause shall be construed to apply to employees and not to work. Unless  
6 otherwise provided in this agreement it shall not limit the City’s right to contract out work or to  
7 transfer work to other employees not included within the above-described bargaining unit when  
8 the nature or amount of work changes; it shall not be construed to mean that any employee or  
9 classification of employees has an exclusive right to any work.

10  
11 SECTION 1.5 - NEW POSITIONS

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

15  
16 SECTION 1.6 - SINGULAR AND GENDER CLAUSE

17 Whenever the context so requires, the use of words herein in the singular shall be construed to  
18 include the plural, and words in the plural, the singular, and words whether in masculine,  
19 feminine or neuter gender shall be construed to include all of said genders. By the use of either  
20 the masculine or feminine gender, it is understood that said use is for convenience purposes only  
21 and is not to be interpreted to be discriminatory by reason of sex.

22  
23  
24 ARTICLE 2  
25 HOURS OF WORK

26  
27 SECTION 2.1 - REGULAR HOURS

- 28 (A) The hours of work comprising normal full-time employment shall be five (5) eight (8)  
29 hour workdays per week.
- 30 (B) Should the Chief of Police decide to implement a four-ten schedule, such schedule will  
31 consist of four (4) ten-hour days, or eight (8) such days per pay period. Any time worked  
32 over ten (10) hours per Shift, or forty (40) hours per week, will be considered as  
33 overtime.
- 34 (C) Should the Chief of Police implement the four-ten schedule outlined in (B), it will be  
35 implemented during the annual shift change.

36  
37 SECTION 2.2 - WORK PERIOD AND TOUR OF DUTY

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

41  
42 SECTION 2.3 – OVERTIME AND COMPENSATORY TIME

- 43 (A) It shall be the policy of the City to keep to a minimum, work in excess of established  
44 work schedules and to permit such excess work only when it is necessary to meet urgent  
45 City operating requirements. The Chief shall promulgate rules, which shall be applied  
46 uniformly, to reduce unnecessary overtime at the end of the work shift.

1  
2 (B) Hours worked in excess of 40 hours per week shall be compensated at time-and-one-half  
3 except that an employee, at his option, may elect to accrue compensatory time at the rate  
4 of one-and-one-half (1-1/2) hours off for each such hour of work, and place such time in a  
5 comp-time bank. Once the employee has placed such time in the bank, he must give a  
6 twenty-four (24) hour advance notice to the Chief of Police for comp time leave, except  
7 that such comp time would be permissible with a one (1) hour notice if the supervisor so  
8 granting such leave is of the opinion that doing so would not unduly disrupt the  
9 operations of the police department. The Employer shall have the sole discretion for  
10 granting such leave, but such denial shall be for just cause and not mere inconvenience,  
11 meeting the requirements of the Fair Labor Standards Act. For purposes of this section,  
12 “hours worked” is defined as hours actually worked plus injury leave, vacation leave, and  
13 compensatory time as counting towards overtime. Sick leave shall not count towards  
14 hours worked for computing overtime hours except that employees called in outside their  
15 regular shift under emergency or unforeseen circumstances shall not suffer loss of  
16 overtime pay due to sick leave taken in the same week. The maximum accrual of  
17 compensatory time shall be 200 hours.

18  
19 (C) For purposes of computing overtime, the work week shall begin Friday at 12: 00 a.m. and  
20 end the following Thursday at 11:59 p.m. This work week shall be used for payroll  
21 purposes only and shall not be construed as establishing the actual days of work for any  
22 employee or group of employees. For purposes of this subsection, the 11:00 P.M. shift  
23 will be treated the same as if the tour of duty had actually started at 12:00 P.M.

24  
25 (D) Upon separation, each employee shall be paid in cash for accrued compensatory time, in  
26 accordance with the requirements of the Fair Labor Standards Act. In cases of separation  
27 by death, the deceased employee’s estate shall be paid in cash for any accrued  
28 compensatory time. In cases of separation by retirement or permanent disability as  
29 defined by the Police and Fire Disability Pension Fund Standards, the employee shall be  
30 paid in cash for any accrued compensatory time.

31  
32 (E) Overtime work shall include only that work performed by an employee at the direction of  
33 the Police Chief or his authorized representative.

34  
35 (F) Overtime shall be based on 1/10 of an hour increments.

36  
37 SECTION 2.4 - SHIFT CHANGE

38 If an individual employee is to be transferred to another shift, he shall be provided with a  
39 minimum of five (5) days’ notice except in the case of emergencies or by mutual agreement. If  
40 the Police Chief decides to make a reassignment for staffing needs, he will first attempt to solicit  
41 a volunteer. If no bargaining unit member volunteers, the Police Chief will change the schedule  
42 of the qualified bargaining unit member with the least amount of seniority.

1 SECTION 2.5 - WORKING OUT OF RANK

2 Any Patrol Officer assigned as “officer in charge” will be paid a supplement for all such time  
3 worked. The rate of pay for hours worked out of rank shall be equal to the top rate of pay in the  
4 sergeant’s pay range. No employee shall be ordered to serve as “officer in charge” except in an  
5 emergency when no other supervisor is available to work.  
6

7 SECTION 2.6 - ORDERED OVERTIME

8 If an emergency is declared by someone with authority to do so, and a bargaining unit member is  
9 ordered to work before or after his normal hours of work, he shall be paid double-time for all  
10 such hours. In any other case the employee so ordered to work shall be compensated at the  
11 appropriate rate of pay. Except in emergencies, bargaining unit members shall not be required to  
12 work more than one and one half (1½) shifts per day.  
13

14 SECTION 2.7 - OFF-DUTY WORK

15 Requests for Police Officers to work off duty that come through the City will be posted for  
16 eligible employees to sign up. No auxiliary officer may sign up for off-duty work until a job has  
17 been posted for 24 hours. Sign up procedures will be developed at division labor-management  
18 meeting(s). Failure by an employee to follow the sign-up procedures shall not be grievable.  
19

20 SECTION 2.8 - PYRAMIDING

21 There shall be no pyramiding of overtime or other rates of pay or other compensation with any  
22 other pay rates unless specifically required by the terms of this Agreement.  
23  
24

25 ARTICLE 3

26 NO STRIKE OR WORK INTERRUPTIONS AND NO LOCKOUTS

27  
28 SECTION 3.1 - NO STRIKES OR LOCKOUT

29 It is understood and agreed that the services performed by City employees included in this  
30 Agreement are essential to the public health, safety, and welfare. The F.O.P., therefore, agrees  
31 that there shall be no interruption to the work for any cause whatsoever, nor shall there be any  
32 work slowdown, boycott or other interference with these services during the duration of this  
33 Agreement. The City agrees that it will not lockout or prevent employees from performing their  
34 regularly assigned duties.  
35

36 SECTION 3.2 - WORK INTERRUPTIONS PROHIBITED

37 The F.O.P. and the employees further agree that during the life of this Agreement they will not  
38 cause, encourage, participate in or support any strike or illegal picketing against the City or any  
39 slowdown, boycott or other interruption of or interference with the functions and services of the  
40 City. For purposes of this section, illegal picketing is defined as mass picketing or picketing by  
41 an employee during his scheduled work hours. Informational picketing, except as otherwise  
42 specified above, shall not be considered to be illegal picketing.  
43  
44  
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46

1 SECTION 3.3 - AFFIRMATIVE ACTION

2 F.O.P. officers and representatives are required to take affirmative action to try to prevent a  
3 wildcat strike by their members.  
4

5 SECTION 3.4 - CROSSING PICKET LINES

6 Employees may be required to go through picket lines where an emergency requires them to do  
7 so to protect the public health, safety, and welfare.  
8  
9

10 ARTICLE 4

11 F.O.P. AND F.O.P./O.L.C., INC. DUES  
12

13 SECTION 4.1 - DUES CHECKOFF AUTHORIZATION

14 The City, where so authorized and directed by an individual employee in writing upon the  
15 “F.O.P. Authorization for Payroll Deduction” form, shall deduct F.O.P. and F.O.P./Ohio Labor  
16 Council, Inc. dues each month from the wages of such employee and remit the same monthly to  
17 the Treasurer of the F.O.P. subject, however, to the terms and conditions listed below.  
18

19 SECTION 4.2 - DUES CHECKOFF DEDUCTION

20 The City shall deduct from the wages earned during the month, the regular current monthly  
21 F.O.P. membership dues and Labor Council dues for each employee for whom the F.O.P. and  
22 Ohio Labor Council, Inc. furnishes the City a current signed written authorization. The City  
23 shall deduct a one-time initiation fee.  
24

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

26 TREASURER

27 The F.O.P. and Ohio Labor Council will provide the City Treasurer with a list of names showing  
28 the proper amounts to be deducted for each person. Such list shall be arranged alphabetically  
29 and shall be certified to the City Treasurer in writing over the signature of the Treasurer of the  
30 F.O.P. In the event there is a change in such list, the revised list shall be received by the City  
31 Treasurer on or before the Friday preceding the last day of the pay period if membership dues are  
32 to be deducted.  
33

34 SECTION 4.4 - REMITTANCE OF DUES MONIES

35 The amounts withheld shall be remitted by check along with a list of names setting forth the  
36 amount of dues deducted from each member to the Treasurer of the F.O.P. and to the Ohio Labor  
37 Council, Inc.  
38

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

40 Changes in the F.O.P. and Ohio Labor Council membership dues rate will be certified to the City  
41 Treasurer at least thirty (30) days in advance of the effective date of such change. The City shall  
42 have the right to inform its employees of changes in the membership dues rate.  
43  
44  
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46

1 SECTION 4.6 - REFUNDS

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

4  
5 SECTION 4.7 - INDIVIDUAL EMPLOYEES RIGHT TO REVOKE CHECK-OFF  
6 AUTHORIZATION

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

10  
11 SECTION 4.8 - PREFERENCE OVER F.O.P DUES

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

14  
15 SECTION 4.9 - INDEMNITY CLAUSE

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

22  
23  
24 ARTICLE 5  
25 JOINT COOPERATION

26  
27 SECTION 5.1 - JOINT COOPERATION

28 In recognition of the mutual interests of both parties in maintaining efficient and economical  
29 public services, the F.O.P. agrees that it will support the City’s efforts to achieve the following  
30 objectives:

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



1 SECTION 5.2 - NO MISREPRESENTATION

2 It is mutually agreed that neither party, its agents, or its members will initiate, sanction, or  
3 participate in any display, advertisement, or any other publicity misrepresenting the position of  
4 the other party. This shall not prohibit either party to this Agreement from making the general  
5 public aware of the issues which may be causing an impasse or disagreement.  
6  
7

8 ARTICLE 6  
9 PROBATIONARY PERIOD

10  
11 SECTION 6.1 - LENGTH OF PROBATIONARY PERIOD

12 All original appointments made pursuant to Section 124 of the Ohio Revised Code shall be for a  
13 probationary period starting from date of hire and continuing for one year after completion of  
14 Field Training Program. All promotional appointments made pursuant to Section 124 of the  
15 Ohio Revised Code shall be for a probationary period in accordance with local Civil Service  
16 Rules and Regulations. Workdays from two (2) different probationary periods shall not be  
17 combined for purposes of computing the required time for the current probationary period.  
18

19 SECTION 6.2 - RIGHT TO DISCHARGE

20 The City retains the right to discharge new employees at any time during the original  
21 appointment probationary period in accordance with Section 124 of the Ohio Revised Code and  
22 the discharge may not be made the subject of a grievance either by the employee or the F.O.P.  
23 Any employee who fails to complete the probationary period for a promotion shall be returned to  
24 their original or similar position without any loss in the prior pay position.  
25  
26

27 ARTICLE 7  
28 WAGES

29  
30 SECTION 7.1 - SALARIES, WAGES, AND SALARY RANGES

31 The salaries, wages, and salary ranges for the position classification of Police Officer shall be in  
32 accordance with those set forth in Appendix I. Wage increases shall be effective the first day of  
33 the first full pay period of January of each year of this contract.  
34

35 SECTION 7.2 - AUTOMATIC PAY INCREMENTS

36 (A) For employees eligible, wage step increments, shall be effective the first day of the first  
37 full pay period of January of each year of this contract. Wage step increments shall be in  
38 accordance with the following schedule for employees occupying the position  
39 classification of Police Officer:  
40

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

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(B) Length of service as used in this Article shall mean length of service as a Police Officer.

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

(D) Lateral Transfers. Officers hired with previous time as a full-time certified peace officer in the Ohio Police and Fire and/or OPERS pension systems shall be paid up to the equivalent yearly rate based on the number of years of full or pro-rated service in the previous position. For example, if a newly hired officer was employed for three full years as a full-time certified peace officer and has three full years in one of the listed pension systems, he or she could be started at the 3-year wage pay. This shall not affect or be counted for Department seniority and the new hire will also be required to serve a probationary period.

SECTION 7.3 - LONGEVITY PAY

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

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

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

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

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

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

1 SECTION 7.4 - CALL-IN PAY/COURT PAY

- 2 (A) Call-in pay shall be provided when an employee is required to report for work or to report  
3 for scheduled or ordered court appearances at times other than his regular shift or hours  
4 of work regardless of whether or not work is available or the court case is actually  
5 conducted. Employees who are not notified 12 hours in advance that their scheduled  
6 court appearance has been cancelled shall receive call-in pay.  
7
- 8 (B) An employee called in under Section A shall receive three (3) hours pay at his base rate  
9 (straight time) or pay for time actually worked at the applicable rate whichever is greater.  
10
- 11 (C) Call-in pay shall not be provided for:  
12 (1) work extending beyond the end of an employee’s scheduled shift;  
13 (2) work before and continuing into his scheduled shift;  
14 (3) situations in which employees are summoned back to work to correct errors or  
15 incomplete task during his assigned duty hours.  
16
- 17 (C) Employees who fall under Section C only shall be paid at the applicable hourly rate.  
18
- 19 (D) “Scheduled” as listed in Section C only shall mean a minimum of 48 hours notice.  
20
- 21 (E) An employee may, at his option, receive compensatory time off in lieu of pay for call-in  
22 or court appearances.  
23
- 24 (F) Call-in time for which payment is rendered shall not be used for computing the forty (40)  
25 hour work week for premium pay. Any time actually worked under each call-in that  
26 exceeds two (2) hours shall be used in computing the forty (40) hour week for premium  
27 pay. Hours worked as defined in Section 2.3(B) shall be used to compute the forty (40)  
28 hours work week for premium pay.  
29

30 SECTION 7.5 - ON-CALL PAY

31 Employees in the bargaining unit assigned to an on-call status will receive double-time for hours  
32 worked when called in outside their regular scheduled hours. (Example: Assigned to on-call  
33 status during their days off.) If an employee working as a Detective is in “on call” status and is  
34 not called within the pay period (fourteen calendar days), the employee shall receive two (2)  
35 hours of compensatory time for each pay period in which the employee was in “on call” status. If  
36 an employee working as an Evidence Technician is in “on call” status and is not called in, they  
37 will receive one half (1/2) hour of compensatory time for every 24 hours in “on call” status.  
38

39 SECTION 7.6 - PYRAMIDING

40 There shall be no pyramiding of overtime or other rates of pay or other compensation with any  
41 other pay rates unless specifically required by the terms of this Agreement.  
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ARTICLE 8  
VACATION & PERSONAL LEAVE

SECTION 8.1 - ACCRUAL OF VACATION

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

<u>EMPLOYEE’S YEARS OF SERVICE</u>	<u>ACCRUAL OF VACATION PER PAY PERIOD WORKED</u>
0-5	6.16 Hours
After 5	6.923 Hours
After 8	7.70 Hours
After 12	9.23 Hours
After 18	9.54 Hours

(B) Vacation with pay will not be scheduled during an employee’s first six (6) months of service with the City. Each employee shall be required to take vacation during each year except that upon written approval of the Mayor, vacation may be accumulated up to the maximum time which is accruable in a two-year period, except that an employee with eighteen (18) years or more of service may carry over 600 hours of vacation.

(C) Upon separation, an employee shall be paid in cash for his unused accumulation of vacation leave with pay up to the maximum of 600 hours.

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

(E) For purposes of computing years of service for vacation, the first day of the pay period following the employee’s anniversary date shall be used.

(F) Police officers shall be granted three personal holidays with pay per year. Personal holidays may not be carried over into the next year. Members shall be permitted to use personal leave upon no less than one (1) hour notice to the person in charge providing that the person in charge so granting such leave is of the opinion that doing so would not unduly disrupt the operations of the police department. The employer shall have the sole discretion for granting such leave, but such denial shall be for just cause and not mere inconvenience.

(G) An employee requesting vacation other than annual vacation or holiday time use must give a 24-hour advance notice to the Chief of Police except that vacation usage would be permissible with a one (1) hour notice if the supervisor so granting such leave is of the opinion that doing so would not unduly disrupt the operations of the police department. The Employer shall have the sole discretion for granting such leave, but such denial shall be for just cause and not mere inconvenience.

(H) In recognition that bargaining unit employees are required to work on national holidays, the vacation schedule specified in part (A) of this section includes vacation accrual at an

1 accelerated rate as compensation. In addition, employees required to work on certain  
2 national holidays shall be paid at one and a half their normal rate of pay. Additionally,  
3 any employee who is held over to work on another shift on a holiday shall be paid two (2)  
4 times their normal rate of pay for the second shift. The following holidays shall apply:  
5 New Year’s Day, Martin Luther King Day, Memorial Day, President’s Day,  
6 Independence Day, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving Day, Day  
7 after Thanksgiving, and Christmas Day, and any additional Holiday/s declared by the  
8 President of the United States, by the Governor of the State of Ohio or by the Mayor or  
9 Council of the City of Zanesville.

10  
11 SECTION 8.2 - METHOD OF COMPENSATION

12 Vacation hours shall be compensated at the employee’s current base pay rate.  
13

14 SECTION 8.3 - VACATION PREFERENCE

15 (A) All vacations shall be taken with the prior approval of the Police Chief. Whenever  
16 possible, vacation preference will be based on seniority within rank and assignment.  
17 Vacation shall be scheduled so as to meet the operating requirements of the City and the  
18 preference of the employees. Denial of vacation leave shall be for just cause and not  
19 mere inconvenience.  
20

21 (B) Annual vacation is defined as any vacation scheduled during the scheduling rotations  
22 described in this section. Annual vacation shall be scheduled by March 31 of each year.  
23 After each selection there shall be no bumping of scheduled vacations. The vacation  
24 period for scheduling will be from April 1 to March 31 of the next year. The vacation  
25 schedule will be posted on February 1 and beginning that date the senior most officer  
26 shall have three days after notification to schedule his vacation. After that date the next  
27 senior officer shall have three days after notification, continuing until all members on a  
28 shift have scheduled their first vacation. Four consecutive weeks of vacation may be  
29 scheduled this first rotation. The vacation list shall be rotated in the same manner two  
30 more times. Each employee may choose a maximum of two additional consecutive  
31 weeks during each rotation. A maximum of six weeks vacation may be requested in the  
32 three sign-up rotations. No more than three separate blocks of time may be used as  
33 annual vacation.  
34

35 (C) Requested time off for other than annual vacation shall be submitted no sooner than 30  
36 days prior to the day requested and will be on a first come, first serve basis. Except in  
37 emergencies once a request is granted, it shall not subsequently be denied.  
38

39 SECTION 8.4 - EMPLOYEES NOT ON THE ACTIVE PAYROLL

40 Employees not on the active payroll are not entitled to accrue vacation leave unless such  
41 absence is caused by an injury sustained while acting in their capacity as a Police Officer.  
42

43 SECTION 8.5 - VACATION IN ADVANCE PROHIBITED

44 Under no circumstances will an employee be allowed to take vacation in advance.  
45  
46

1 SECTION 8.6 - COURT INTERRUPTION OF VACATION

2 In the event an employee finds his annually scheduled vacation interrupted by scheduled court  
3 appearances, management will compensate with a minimum of five (5) hours compensatory time  
4 or a minimum of eight (8) hours regular pay. The term annually scheduled vacation is defined in  
5 Section 8.3.

6  
7 ARTICLE 9  
8 INSURANCE SCHEDULE  
9

10 SECTION 9.1 - INSURANCE

11 (A) Insurance Plan: The City of Zanesville will offer the same group medical,  
12 prescription, dental and vision plan for the employee and eligible family members that it  
13 provides to the elected and unaffiliated employees of the City of Zanesville. It is agreed  
14 that the schedule of benefits shall be the same as for all other City employees.  
15

16 (B) Spouse: If the spouse of a city employee is employed and is eligible for employer-  
17 sponsored health coverage with said employer, he or she must enroll in that particular  
18 health plan. If the spouse cannot obtain coverage through his or her employer until a  
19 certain date or open enrollment period, the spouse will be covered under the City's plan  
20 until he or she can obtain coverage through his or her employer. The spouse must  
21 provide documentation to the City that he or she is not eligible for coverage. Employees  
22 whose spouse has health insurance coverage through an employer shall receive  
23 reimbursement up to one thousand five hundred dollars (\$1,500) per year stipend for cost  
24 of insurance premium contributions under the spouse's employer's plan. If an  
25 employee's spouse would be required to pay more than 50% of the insurance premium  
26 through their employer, he or she would be allowed to remain on the City's plan. Spouses  
27 may also remain on the City's plan under secondary coverage.  
28

29 (C) Health Insurance Committee: The City shall establish a health care committee  
30 comprised of the Budget and Finance Director, the Mayor, the Law Director, one  
31 representative from City Council, two representatives from A.F.S.C.M.E., two  
32 representatives from the F.O.P/O.L.C. bargaining unit, one representative from the  
33 I.A.F.F. and one representative from the unaffiliated employees. This committee shall  
34 meet regularly to review the content of the health care plan for the City and shall explore  
35 alternative health care plans, cost saving measures, and proposed changes to current  
36 coverage before changes are made.  
37

38 (D) Employee Contribution to Premiums: Employee contribution for health care  
39 coverage shall not exceed in 2021 12%, 2022 13%, 2023 14% of the fully funded rates  
40 provided to the City by the plan's third-party administrator at the annual plan renewal  
41 with a premium caps per pay period contributions by employees of:  
42 a. 2022 single \$44.58 and family \$124.64  
43 b. 2022 single \$55 and family \$145  
44 c. 2023 single \$65 and family \$165  
45

1 (E) Professional Liability Insurance: The City agrees to obtain and pay the cost of police  
2 professional liability insurance if such coverage is now available or would become  
3 available during the life of this Agreement. Said coverage shall provide “adequate  
4 protection” to the Police Officer as shall be mutually agreed upon by the City and the  
5 F.O.P.  
6

7 (F) Insurance While on Worker’s Compensation: While an officer is on workers  
8 compensation as a direct result of his employment with the City, the City of Zanesville  
9 agrees to continue paying his insurance premiums for up to one year, provided the  
10 employee continues paying his or her share of the insurance cost established in Section  
11 9.1. (D).  
12

13 (G) Life Insurance: The City will provide a life insurance policy of thirty thousand  
14 dollars (\$30,000). It is the employee’s responsibility to notify the City of a change in the  
15 policy’s beneficiary.  
16

17 SECTION 9.2 - CHANGES IN INSURANCE STATUS

18 Employees must report any family, marital, or Medicare status changes, which affect their health  
19 insurance coverage, to the City Auditor immediately following such a change. An employee  
20 failing to do so is liable for back payments to the City for additional premiums paid by the City  
21 on the employee's behalf.  
22

23 SECTION 9.3 - INSURANCE GRIEVANCES

24 A grievance alleging violation of the terms of this Article shall proceed immediately to Step 3 in  
25 the grievance procedure pursuant to Section 13.15. While decisions made by the City’s  
26 insurance provider while processing claims in accordance with the City’s health plan are not  
27 grievable, issues involving whether or not the City changed its plan in violation of this Article  
28 are grievable.  
29

30  
31 ARTICLE 10  
32 SICK/INJURY LEAVE  
33

34 SECTION 10.1 - ACCUMULATION OF SICK LEAVE

35 Each Police Officer shall accumulate sick leave with pay at the rate of 4.6 hours for each eighty  
36 (80) hours in paid status except that the maximum accrual of sick leave shall not exceed 4.6  
37 hours per period. Accumulation of sick leave shall be unlimited.  
38

39 SECTION 10.2 - USES OF SICK LEAVE

40 (A) A Police Officer may use sick leave:  
41 (1) in case of his own illness or exposure to contagious disease;  
42 (2) injury;  
43 (3) for attendance upon members of his household whose illness or injury requires the  
44 care of the employee;  
45 (4) In the event of death in the employee’s immediate family, three (3) days of  
46 bereavement leave may be used for this purpose per occurrence. Employees may use

1 up to three (3) days for bereavement leave for one time each calendar year for another  
2 individual with whom the employee has a relationship.  
3

4 (B) As used in this section, the term “household” shall mean two or more persons living  
5 together in a single dwelling unit and the term, “immediate family” shall mean husband,  
6 wife, child, stepchild, parent, stepparent, grandparent, mother-in-law, father-in-law,  
7 brother or sister of the employee and shall also mean grandparents, brother or sister of the  
8 employee’s spouse.  
9

10 (C) All leave shall be charged in multiples of one (1) hour.  
11

12 SECTION 10.3 - REQUEST FOR SICK LEAVE PAY

13 Employees who are absent must request sick leave pay in writing upon returning to work. In the  
14 written request, the employee must state his reason for being absent. A doctor’s certificate may  
15 be required, at the discretion of the Employer after the employee is absent for more than two (2)  
16 work days. The Police Chief may require an employee to furnish a doctor’s certificate for a  
17 lesser absence if he has reason to believe that the use of sick leave is being abused.  
18

19 SECTION 10.4 - TERMINATION OF EMPLOYMENT

20 (A) No payment shall be made for accumulated sick leave at the time of termination of  
21 employment except that a permanent employee with ten (10) or more years of continuous  
22 service with the City may elect at the time of retirement from the City to be paid in cash  
23 for one-third of the value of his accrued but unused sick leave credit. Such payment shall  
24 be based on the employee’s rate of pay at the time of retirement. Payment for sick leave  
25 on this basis shall be considered to eliminate all sick leave credit accrued by the  
26 employee at that time. Such payment shall be made only once to any employee. The  
27 maximum payment shall be one-third of 1,500 hours.  
28

29 (B) In the event a Police Officer dies or is permanently disabled: (1) the ten (10) year service  
30 requirement shall be waived, and (2) in the case of death, payment shall be made to the  
31 estate of the deceased.  
32

33 SECTION 10.5 - MINIMUM SERVICE FOR SICK LEAVES

34 There shall be no minimum service required prior to using sick leave. An employee may use  
35 sick leave as soon as sick leave hours are accrued.  
36

37 SECTION 10.6 - SICK LEAVE PAID AT BASE RATE

38 Pay for sick leave shall be at the employee’s current base rate of pay.  
39

40 SECTION 10.7 - OUTSIDE EMPLOYMENT WHILE ON SICK LEAVE

41 An employee, who is self-employed or works for another Employer while on sick leave within  
42 sixteen (16) hours after the start of their shift, shall be subject to disciplinary action up to and  
43 including dismissal. However, if the reasons for the sick leave usage are due to an injury, and  
44 the employee is capable of performing limited or light duty assignments for the employer, the  
45 employee may perform other outside work under the same restrictions.  
46



1 SECTION 10.8 - UNPAID LEAVE

2 When an employee receives his last check for sickness or non-duty disability, he will be placed  
3 on leave without pay for a period not to exceed six months. An employee off on unpaid leave  
4 shall not lose any seniority. If at the end of six months, said employee is still unable to return to  
5 work, his employment shall be terminated.

6  
7 SECTION 10.9 - ABUSE OF SICK LEAVE

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

10  
11 SECTION 10.10 - SICK/INJURY LEAVE

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

22  
23 (B) In order to reduce its workers’ compensation premium, the City may institute a wage  
24 continuation policy for employees on workers’ compensation in addition to the injury  
25 leave provided herein. The City acknowledges that any new policy affecting wages,  
26 hours and terms and conditions of employment requires a memorandum of understanding  
27 with the Union.  
28

29 SECTION 10.11 - SICK LEAVE RECIPROCITY/CONVERSION

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

<u>SICK LEAVE USED</u>	<u>SICK LEAVE RECIPROCITY</u>
<u>DURING PAYROLL YEAR (HOURS)</u>	<u>CASH PAYMENT (HOURS)</u>
0 - 8	48
9 - 16	32
17 - 24	24
25 - 32	16
33 or more	0

43  
44 Each eligible full-time employee may elect to receive the Sick Leave Reciprocity Cash Payment,  
45 or they may retain their accrued sick leave hours. The number of reciprocity hours paid each  
46 employee will be subtracted from their total accrued sick leave. The remainder of the

1 employee’s unused sick leave shall be carried forward each year. The payment shall be made at  
2 the employee’s base hourly rate. Payment shall be rendered during the first week of each year  
3 and shall be separate from regular payroll.

4  
5 ARTICLE 11  
6 CLOTHING ALLOWANCE  
7

8 (A) The City will ensure that new Officers receive required equipment and uniform(s) at a  
9 total cost of no more than \$1,000 (the “Initial Allowance). The Initial Allowance shall be  
10 paid by the City directly to the uniform/equipment vendor(s) for the benefit of the new  
11 Officer. City maintains a lien on this equipment and uniform(s) such that if the Officer  
12 leaves or is terminated prior to his or her one-year probationary period, all items  
13 purchased with the Initial Allowance shall remain with the City.  
14

15 Each year after the Initial Allowance, Police Officers will receive a uniform maintenance  
16 allowance (“Maintenance Allowance”). This Maintenance Allowance will be paid by the  
17 City as follows: \$500 paid and taxed to each Officer in January, and another \$500 paid  
18 and taxed to each Officer in July. Officers who received the benefit of the Initial  
19 Allowance shall not be eligible for the Maintenance Allowance until the first periodic  
20 payment occurring thirteen (13) months after the date the new Officer was sworn into  
21 service. No Police Officer shall receive more than \$1,000 in allowance in any twelve-  
22 month period.  
23

24 By way of illustrating the foregoing:  
25

26 (1) If a new Officer is sworn in on January 1, 2018, through June 30, 2018, he or she  
27 would receive up to \$1,000 in an initial clothing and equipment allowance paid to the  
28 vendors by the City. This Officer would next be eligible for a \$500 clothing  
29 allowance payment on July 1, 2019, and every six months thereafter.  
30

31 (2) If a new officer is sworn in on July 1, 2018, through December 31, 2018, he or she  
32 would receive up to \$1,000 in an initial clothing and equipment allowance paid to the  
33 vendors by the City. This Officer would next be eligible for a \$500 clothing  
34 allowance payment on January 1, 2020, and every six months thereafter.  
35

36 Any new clothing changes required by the Chief, independent of the uniform committee  
37 recommendation, shall be provided by the City at no cost to the employee. The uniform  
38 committee will have three (3) members of the bargaining unit sitting on it, and they will  
39 be elected by the members.  
40

41 (B) The City will provide at no cost to the employee a III A Protection (under current NIJ  
42 Standards) “THOR” or equivalent protection (Taser Protection) vest; two vest carriers  
43 with choice of extended coverage.  
44

1 Detectives will be provided with a vest as per above and one vest carrier and one “Police”  
2 vest carrier.

3  
4 (C) Upon entry into the Special Response Team, new members will receive two (2) new  
5 uniforms and other essential items necessary to equip them for duty. The City will pay  
6 for this outfitting up to \$600.00. Each year after the initial outfitting, members of the  
7 SRT Team will receive a \$100.00 maintenance allowance.  
8

9  
10 ARTICLE 12  
11 F.O.P. REPRESENTATION  
12

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

14 The employer shall recognize no more than three (3) employees (one from each shift, if  
15 available, and one of which shall be the chief steward) selected by the members of the F.O.P. to  
16 act as representatives for the purpose of this agreement. The employees so designated shall be  
17 recognized as representatives provide herein. F.O.P. representatives must be employees of the  
18 City of Zanesville Police Division.  
19

20 The Labor Council shall provide to the Employer an official roster of its representatives which is  
21 to be kept current at all times and shall include the following:  
22

- 23 1. Name
- 24 2. Address
- 25 3. Home Telephone Number
- 26 4. F.O.P Position Held  
27

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

29 F.O.P. and F.O.P.A. representatives (including F.O.P. attorneys, state or national representatives)  
30 shall be allowed on City premises and work areas. Such visits must be prearranged with and  
31 authorized by the Police Chief or his authorized representative as to time and place so as to avoid  
32 interference with the operation of the Police Division.  
33

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

35 The City will in no way interfere with, hinder, or influence officers and other F.O.P.  
36 representatives in the administration and performance of their union duties, provided that officers  
37 and other representatives shall not engage in any activities on the City’ s premises other than  
38 those permitted by this Agreement.  
39

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

41 The F.O.P. agrees that the F.O.P. and its members, collectively and individually, will assume  
42 financial liability for any and all damages to City property and equipment incurred and or arising  
43 from F.O.P. activities conducted on City premises.  
44  
45  
46

1 SECTION 12.5 - GRIEVANCE COMMITTEE

- 2 (A) The members of the F.O.P. shall select a grievance committee composed of three (3)  
3 persons elected by a membership vote. The said duly elected grievance representatives  
4 shall be affirmed by the President of the F.O.P.  
5
- 6 (B) The F.O.P. grievance committee shall select one (1) person from among the members of  
7 the grievance committee to act as chairman of said committee. Said chairman shall be  
8 affirmed by the President of the F.O.P. as directed by the grievance committee.  
9
- 10 (C) Grievance committee members must be certified sworn police officers of Zanesville  
11 Police Division.  
12

13 SECTION 12.6 - SOLICITING OF GRIEVANCES

14 F.O.P. members are prohibited from soliciting grievances. Any F.O.P. member who is found to  
15 have solicited a grievance shall be subject to disciplinary action. This does not limit the F.O.P.  
16 President or a member of the grievance committee from making an initial inquiry.  
17

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

20 F.O.P representatives may attend as delegates to the annual Ohio F.O.P. Convention, the  
21 Annual Ohio Labor Council Conference or seminars for a maximum of thirty-two hours. Such  
22 attendance on scheduled workdays will be considered “time worked” and the employee will  
23 receive eight (8) hours of pay.  
24  
25

26 ARTICLE 13  
27 MANAGEMENT’S RIGHTS  
28

29 SECTION 13.1 - MANAGEMENT’S RIGHTS

30 Except to the extent expressly abridged by a specific provision of this Agreement, the City  
31 reserves and retains, solely and exclusively, all of its rights as such rights existed prior to the  
32 execution of this Agreement.  
33

34 SECTION 13.2 - LEGAL AUTHORITY

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

41 SECTION 13.3 - SPECIFIED RIGHTS

42 Management retains the right to:

- 43 (a) direct the work of its employees;  
44 (b) to hire, promote, demote, transfer, assign, and retain employees in positions with the  
45 public agency;

- 1 (c) to discipline employees including suspending or discharging employees for proper and
- 2 just cause;
- 3 (d) to maintain the efficiency of governmental operations;
- 4 (e) to relieve employees from duties because of lack of work;
- 5 (f) to take actions as may be necessary to carry out the mission of the agency in
- 6 emergencies; and
- 7 (g) to determine the methods, means, and personnel by which operations are to be carried
- 8 on subject to the provisions as are expressly provided herein.
- 9

10 SECTION 13.4 - RESERVED POWERS OF THE CITY

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

14  
15 SECTION 13.5 - F.O.P. RECOGNITION OF MANAGEMENT RIGHTS

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

22  
23 SECTION 13.6 - DUTIES NOT COVERED BY JOB DESCRIPTIONS

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

26  
27 SECTION 13.7 - CIVIL SERVICE COMMISSION

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

31  
32 SECTION 13.8 - MANAGEMENT’S RIGHTS CLAUSE NOT SUBJECT TO GRIEVANCE  
33 OR ARBITRATION

34 The Employer is not required to bargain on subjects reserved to the management and direction of  
35 the governmental unit except as they affect wages, hours, terms and conditions of employment,  
36 and continuation, modification, and/or deletion of an existing provision of this agreement. A  
37 bargaining unit member or the F.O.P. may file a grievance based on the collective bargaining  
38 agreement.

39  
40 SECTION 13.9 - FILLING OF POSITIONS

41 The parties agree that all appointments to positions covered by this Agreement from eligible lists  
42 shall be filed in accordance with this section. This section specifically covers appointments to  
43 the rank of Sergeant. All other positions other than those specified by this section shall be filled  
44 by the Employer with the procedure the Employer determines.

- 1 (A) Promotions shall be administered through the Zanesville Civil Service Office. Whenever  
2 the Employer determines that a permanent vacancy exists, a notice of such vacancy shall  
3 be posted on the bulletin board for fourteen (14) calendar days. During the posting  
4 period, anyone wishing to apply for the vacant position shall do so by submitting a  
5 written application to the Civil Service Commission. The Civil Service Commission  
6 shall not be obligated to consider any applications submitted after the posting period or  
7 received from applicants who do not meet the minimum qualifications for the job.  
8 Employees may submit a bid on behalf of other employees in their absence.  
9
- 10 (B) Nothing in this section shall be construed to limit or prevent the Employer from  
11 temporarily filling a vacant position with the most senior member of the next lower rank,  
12 pending the Employer’s determination to fill the vacancy on a permanent basis. Such  
13 temporary assignments shall not exceed one hundred eighty (180) days.  
14
- 15 (C) All timely filed applications shall be reviewed by the Civil Service Commission. No  
16 employee shall be eligible to take the promotional exam until he has a minimum of five  
17 (5) years experience as a police officer, at least three of which were as a patrol officer in  
18 a non-specialty position, and the five years of service must be completed with the  
19 Zanesville Police Department and without any break in service. The date of the exam  
20 shall be the date to determine whether the employee has completed five years of service.  
21
- 22 (D) The Civil Service Commission shall use a written promotional examination for the  
23 position of Police Sergeant. The written exam shall be from the following references:  
24 the Ohio Revised Code (Traffic and Criminal sections), Codified Ordinances of the City  
25 of Zanesville (Traffic and Criminal sections), Patrol labor contract, and the Zanesville  
26 Police Department Rules and Regulations.
- 27 (E) For the written exam, each candidate will receive an individual notice of score. There  
28 shall be a five-calendar day appeal period to appeal questions and grades. The appeal  
29 must be filed with the provider.  
30
- 31 (F) The promotional examination procedure shall also consider performance and seniority in  
32 the lower classification. The credit for seniority will be according to the scale contained  
33 in the most recent City of Zanesville Civil Service Rules and Regulations.  
34
- 35 (G) Following application of the scoring procedures described herein, the provider will make  
36 available to the City, the F.O.P. and the candidates an eligibility list of all persons who  
37 passed the examination process and ranking them in order from the highest to lowest.  
38 There shall be a five-calendar day appeal period of the eligibility list. The appeal must  
39 be filed with 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 shall be good for  
42 two years from the date of final posted list.  
43
- 44 (H) An employee who, without good cause (as determined by the Police Chief), fails to  
45 appear for a scheduled exam shall reimburse the City for the cost of the exam. If the

1 employee fails to do so within two weeks, the City may deduct the amount owed from the  
2 employee’s pay.  
3

4  
5 ARTICLE 14  
6 RIGHTS OF EMPLOYEES  
7

8 SECTION 14.1 - POLICY

9 The City and the F.O.P. agree that a clearly written discipline policy will serve to promote  
10 fairness and equality in the workplace, and will minimize potential misunderstanding among  
11 employees in disciplinary matters. Furthermore, the City and the F.O.P. agree that the  
12 procedures, set forth below, shall be consistently applied in order to effectively and fairly correct  
13 unsatisfactory employee behavior.  
14

15 SECTION 14.2 - CLASSIFICATION OF COMPLAINTS

- 16 (A) Administrative: Complaints initiated internally against members of the department.  
17 (B) Personnel: Complaints made by the public against members of the department.  
18

19 SECTION 14.3 - COMPLAINTS

20 Complaints General

- 21 (1) It is agreed that citizens will be encouraged to bring forward legitimate grievances  
22 regarding misconduct by departmental employees and that such will be received  
23 courteously and handled efficiently by all concerned. In addition, both the  
24 F.O.P. and the City agree that all personnel will assist and cooperate in the  
25 processing of citizen complaints consistent with established procedures.  
26 (2) Complaints shall be accepted from any source, whether made in person, by mail  
27 or over the telephone so long as the complaint contains sufficient factual  
28 information to warrant an investigation. Complaints from anonymous sources  
29 without corroborative evidence after due inquiry shall be deemed unfounded.  
30 (3) Citizens alleging misconduct on the part of a division member will be required to  
31 sign the complaint form. If for any reason the complainant will not or cannot sign  
32 the complaint form then the complaint will be handled in the same manner as an  
33 anonymous complaint.  
34

35 SECTION 14.4 - PROCEDURE

36 (A) Procedure General

- 37 (1) Questioning or interviewing of an employee accused of misconduct will be  
38 conducted or scheduled at a reasonable time, preferably while the member is on  
39 duty.  
40 (2) The length of the interview or interrogation session(s) will be reasonable, with  
41 interruptions provided for personal necessities, meals, telephone calls and rest.  
42 (3) Interrogations/interviews will normally be conducted at the Zanesville Safety  
43 Center or other appropriate location.  
44 (4) Prior to the commencement of any interrogation interview of an employee  
45 accused of misconduct, said employee shall be advised of the nature of the  
46 investigation and the allegations made against him.

- 1 (5) Compensation for employees participating in a disciplinary investigation shall be  
2 as specified in Section 7.4 of this contract.  
3
- 4 (6) Prior to an employee being asked questions during an internal noncriminal  
5 investigation which may lead to suspension without pay or termination of the  
6 employee questioned, that employee shall be informed of his right to have F.O.P.  
7 representation. The F.O.P. representative shall be the union steward for the  
8 employee’s bargaining unit or the employee’s designee. If after a reasonable time  
9 (24 hours) to acquire the services of an F.O.P. representative, the grievant fails  
10 and or neglects to do so, the investigation by the City will proceed without an  
11 F.O.P. representative.  
12
- 13 (a) A bargaining unit member who is called upon to serve as a representative  
14 to an accused employee while both are on duty shall be released from the  
15 requirements and responsibilities of such duty while he is assisting such  
16 employee.  
17 (b) Such representative shall not suffer the loss of any compensation and/or  
18 benefits.  
19 (c) Such relief from duty is contingent upon the approval of his immediate  
20 supervisor, which will not be unreasonably withheld.  
21 (d) Bargaining unit members who are not on duty and are summoned to act as  
22 representatives of accused employees shall be compensated as provided  
23 for in Section 7.4 of the contract.  
24 (e) Off duty bargaining unit members who are summoned to represent an  
25 accused employee are not relieved from reporting to their regularly  
26 assigned duties, except as specified in Section 14.4(6)-(a).
- 27 (7) Prior to questioning and upon request, an accused employee will be provided a  
28 reasonable opportunity to review any documents previously submitted by him that  
29 are specifically related and narrowly confined to the circumstances surrounding  
30 the allegations made against him.
- 31 (8) Under those circumstances in which an attorney from or assigned by the City Law  
32 Director’s office is a participant in the investigation of an accused employee  
33 complaint, said accused employee shall have the right to be accompanied by an  
34 attorney of his own choosing. The cost incurred for representation by the  
35 personal attorney must be borne by the bargaining unit or the employee so hiring.  
36 Acquiring representation by personal attorney shall not disrupt or cause  
37 unreasonable delay of such proceedings.
- 38 (9) The Chief Of Police, based upon a substantial objective basis to believe that an  
39 officer, who is the subject of an investigation, may be withholding information  
40 relevant to the matter being investigated, may request an officer to submit to a  
41 polygraph.  
42
- 43 If the officer refuses to submit to the polygraph or to cooperate with the  
44 polygraph, an adverse inference may be taken from the refusal. However, the  
45 refusal of the officer to submit shall not be the sole basis for disciplinary action



1 either in the initial investigation or any subsequent charge of insubordination  
2 based upon the refusal.  
3

4 The member shall be entitled to a union representative during the pre-interview  
5 and post-interview of the polygraph examination. Any such polygraph  
6 examination shall only be conducted by a certified operator that is not an  
7 employee of the City. No disciplinary action shall be taken by the employer based  
8 solely on the results of such tests.  
9

10 (B) Formal Statements (Administrative and Non-Criminal)

- 11 (1) Formal Statements other than the initial interview/inquiry, of employees accused  
12 of misconduct shall be recorded.  
13 (2) With reasonable notice to the Police Chief or his designee, the accused employee  
14 will be provided the opportunity to listen to and/or review the results of such  
15 recorded statement and prepare personal notes with respect to such recording.  
16 (3) With reasonable notice, copies of the accused employee’s formal recorded  
17 statement, either tape recorded or transcribed, if such is made, will be provided  
18 to the accused employee if so requested by the affected employee. Costs incurred  
19 with respect to preparation, duplication, copying, etc. shall be absorbed by the  
20 employee so requesting.  
21 (4) An accused employee (and his attorney, if one is involved) shall be provided,  
22 upon request, access to documents and witness lists. This section shall apply to  
23 both civil service and the grievance procedure.  
24 (5) An accused employee who refuses to answer questions or participate in an  
25 investigation shall be advised that such conduct if continued will be the basis for a  
26 charge of insubordination.  
27

28 (C) Miscellaneous Provisions

- 29 (1) All inquiries and complaints lodged against a bargaining unit member when  
30 determined by the Chief of Police or his designee to be unfounded shall not be  
31 made a part of the employee’s personnel file and shall not be used in any  
32 subsequent disciplinary procedure.  
33 (2) In disciplinary matters involving the imposition of a specified time period of  
34 suspension, the effective date for the commencement of the time limits that  
35 govern the appeal of that suspension shall be as specified in Section 124.34 of the  
36 Ohio Revised Code and the City of Zanesville Civil Service Commission Rule IX  
37 or the provisions of this Agreement whichever is applicable.  
38 (3) An appeal of an imposed suspension shall act as a stay of that suspension until  
39 such time as a decision is rendered with respect to the appeal.  
40 (4) Actions contrary to the procedures detailed herein shall be subject to the  
41 grievance procedure, unless the employee chooses to appeal to Civil Service.  
42 (5) Records of discipline shall cease to have force and effect and shall be removed  
43 from a bargaining unit member’s personnel file according to the following  
44 schedule.

45	Suspensions	36 months
46	Written Reprimands	12 months

1 Oral Reprimands 6 months

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

4  
5 Likewise, records of commendations and awards shall not have force and effect  
6 for appeals of discipline after a period of 24 months and shall remain in the  
7 employee’s personnel file.

- 8  
9 (a) Every member shall be allowed to review his personnel file at any  
10 reasonable time upon written request. A member may also authorize his  
11 attorney to review the personnel file. Such request shall be made to the  
12 Chief, and review of the file shall be made in the presence of the Chief or  
13 designated representative.
- 14 (b) Any member may receive copies of documents in his file. The City may  
15 levy a charge for copies. The charge shall bear a reasonable relationship  
16 to actual cost.
- 17 (c) If upon examining his personnel file, any member has reason to believe  
18 that there are inaccuracies in documents contained therein, the member  
19 may write a memorandum to the Chief with a copy to the Safety Director,  
20 explaining the alleged inaccuracy. The Chief shall attach the  
21 memorandum to the document in the file and may note thereon his  
22 agreement or disagreement with the memorandum’s contents.
- 23 (d) An employee’s signature on a document shall mean he has seen the  
24 document and not that he agrees with its content unless so stated on the  
25 document.

- 26  
27 (5) In cases where a suspension of thirty (30) days or less has been imposed on a bargaining  
28 unit employee, the Employer shall offer the employee the option to forfeit accrued leave  
29 time (vacation or compensatory time). The forfeiture shall be one (1) hour of leave for  
30 each hour of proposed suspension. The type of leave shall be the employee’s choice.  
31 The forfeiture of leave shall constitute corrective action of record and shall be placed in  
32 the employee’s personnel file. The forfeiture of leave shall constitute the final resolution  
33 of the departmental charges. Once accepted by the employee, forfeiture of leave is not  
34 subject to appeal.

35  
36  
37 ARTICLE 15  
38 HEALTH CLUB MEMBERSHIP

39  
40 The City will pay \$100.00 per participating employee annually towards memberships for  
41 Zanesville Police officers in a health club or spa. The following is the procedure for obtaining  
42 this benefit:

- 43  
44 (1) Annually, beginning the first week of January, a notice will be placed on the  
45 FOP/OLC Bulletin Board and the “pass around” to remind employees it is time for  
46 the annual sign up.

1  
2 (2) Employees will personally go to the health club establishment and sign up. The  
3 employee will advise the health club that the City of Zanesville will pay \$100.00  
4 toward annual membership.

5  
6 (3) The health club or employee will be responsible for having an invoice into the  
7 Zanesville Finance Director’s Office by February 10.

8  
9 (4) Payment will normally be made to the “health club” by the City after the February 10  
10 deadline.

11  
12 ALTERNATIVELY, each participating employee may use his annual \$100.00 fitness  
13 contribution to purchase, either individually or in conjunction with one or more participating  
14 employees, exercise equipment for exclusive use in the city gym. The employee expressly  
15 understands and acknowledges that any equipment purchased under this provision must be  
16 donated to the city gym, and such equipment becomes the sole property of the city. The  
17 employee waives all rights of ownership in the donated equipment. Prior to purchasing any such  
18 equipment, the employee(s) must have the choice of equipment approved in writing by the Chief  
19 of Police or his designee. Payment of this fitness contribution to the employee shall be on a  
20 reimbursement basis upon showing proof of a valid receipt, along with the Chief’s approval of  
21 such purchase, to the Finance Director on or before February 10 of each year.  
22

23  
24 ARTICLE 16  
25 TERMINATION OF OBLIGATION  
26

27 If the City contracts out a service, the successor shall honor the Agreement and retain the City’s  
28 employees for the duration of this Agreement.  
29

30  
31 ARTICLE 17  
32 TRAINING AND EDUCATION  
33

34 SECTION 17.1 - POLICE DEPARTMENT RELATED TRAINING

35 Approved training and education related to the police department’s activities shall be paid for by  
36 the City of Zanesville. For employees attending required training sessions, meals that are  
37 included in the cost of the program will be paid on the invoice to that program provider. Other  
38 meals will be reimbursed to the individual with receipts only if the program involves an  
39 overnight stay more than forty-five miles from Zanesville’s municipal building. Employees who  
40 use their private vehicles to attend required training sessions outside of City limits will be  
41 reimbursed for travel mileage at the rate established by City Council.  
42

43 SECTION 17.2 – TUITION REIMBURSEMENT PROGRAM

44 The City shall share tuition reimbursement expenses with employees interested in attaining a  
45 higher level of technical or general competence through advanced education in such courses as

1 may be determined by the Mayor, upon prior approval, to relate to the employee’s job with the  
2 City and based on the City policy.

3  
4 SECTION 17.3 - REIMBURSEMENT AMOUNT

5 The City’s share of the tuition cost of any approved course shall be based on the City policy.  
6  
7

8 SECTION 17.4 - REPAYMENT OF EDUCATION REIMBURSEMENT MONIES

9 Employees who resign from employment, for reasons other than a disability retirement, within  
10 three (3) years after the receipt of any tuition reimbursement received from the City shall repay  
11 such reimbursement to the City.  
12

13 ARTICLE 18  
14 WORKING CONDITIONS  
15

16 SECTION 18.1 - PROTECTION OF EMPLOYEES SAFETY AND HEALTH

17 (A) The City will continue to make reasonable provisions for the safety and health of its  
18 employees. The F.O.P. agrees that it will direct its members to use the protective  
19 devices, wearing apparel, and other equipment provided by the City for the protection of  
20 employees from injury. The F.O.P. also agrees that it will encourage its members  
21 promptly to report conditions in the City’s facilities that might be dangerous to  
22 employees and the public and to do all in their power to make City property and  
23 equipment safe, sanitary, and dependable.  
24

25 (B) A committee of three (3) employees elected by the membership, comprised of one officer  
26 per shift shall be established as an operations and safety committee. These employees  
27 will have the responsibility to meet with the Police Chief and discuss matters concerning  
28 personnel and safety of equipment.  
29

30 SECTION 18.2 - EMPLOYEES REQUIRED TO USE PROTECTIVE EQUIPMENT

31 Protective devices, when provided and required, must be used. Failure to use such devices shall  
32 be deemed cause for disciplinary action  
33

34 SECTION 18.3 - REMOVAL OF PROTECTIVE DEVICES

35 Any employee who removes or impedes the efficiency of a protective device without the prior  
36 approval of the Police Chief or his authorized representative shall be subject to disciplinary  
37 action.  
38

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

41 An employee who willfully or negligently loses or destroys protective equipment, device, or  
42 article of wearing apparel shall be requested to reimburse the City for the cost of such item.  
43 Employees are responsible and liable for the proper use and care of the facilities, vehicles,  
44 supplies, and equipment provided by the City. In case of a motor vehicle accident, liability will  
45 be limited to \$100 unless the act was willful.  
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SECTION 18.5 - INJURIES AND FIRST AID

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

SECTION 18.6 - RETURN OF CITY PROPERTY

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

ARTICLE 19  
SENIORITY

SECTION 19.1 - DEFINITION OF SENIORITY

Seniority shall be defined as an employee’s uninterrupted length of continuous full-time employment as a sworn police officer with the City of Zanesville. However, time spent in a higher classification shall not count towards seniority but shall not constitute a break. Time spent in a higher classification for an employee who returns to the position of Police Officer during the promotional probationary period shall count towards seniority.

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

- A. Absence while on approved leave of absence;
- B. Absence while on approved sick leave or disability;
- C. Military leave;
- D. A layoff of three (3) years’ duration or less;

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

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

1 SECTION 19.2 - SENIORITY LIST

2 (A) Seniority shall be brought up to date by the City each December 4th showing the  
3 employee’s name, title, date of hire, department working in, and order of seniority. A  
4 copy shall be posted, and a copy forwarded to the President of the F.O.P. by December  
5 4th of each year. Any objection to the seniority list, as posted, must be reported to the  
6 employer within ten (10) days from the date posted or it shall stand as posted.  
7

8 After the ten (10) day objection period has expired, the President of the F.O.P. or his  
9 designee, shall set about to determine the proper arrangement for badge numbers, with  
10 respect to seniority, and reassign such to the proper employee(s).  
11

12 Immediately after December 14, the Chief or his designee shall provide a schedule of  
13 shifts and days off available to the F.O.P. President or his designee. The F.O.P. President  
14 or his designee will circulate the list to bargaining unit members by seniority. This will  
15 be the only opportunity for members to sign up for the following year and once a member  
16 has signed up he will not be permitted to change his choices, except for situations where  
17 the Chief of Police determines a need to adjust days off or shift assignments as provided  
18 in Section 19.3 below. After the list has been signed by all bargaining unit members (or  
19 they waived their opportunity) the F.O.P. President or his designee shall return the  
20 completed list to the Chief or his designee.  
21

22 On the last business day of December, the F.O.P. President (or his designee) shall present  
23 to the Chief’s Office a concise report detailing the results of his inquiry and the  
24 reassignments so implemented.  
25

26 (B) When the Employer desires to fill a vacancy within the bargaining unit in which two (2)  
27 or more members are being considered, and all other factors in the evaluation process are  
28 equal as determined by the Chief, the Employer shall choose the member with the most  
29 seniority. The evaluation process is grievable starting at Step 3 in the grievance process  
30 but is not subject to arbitration.  
31

32 SECTION 19.3 - APPLICATION OF SENIORITY

33 Seniority shall be applicable in the following situations:

34 Annual vacation preference

35 Layoff and Recall

36 Demotion for lack of work

37 Days off

38 Shift preferences: Members shall choose their shift preference in December  
39 of each year. If the Chief of Police determines the need to adjust days off  
40 or shift alignment, then members will have the right to repick days off and  
41 shift preference. This shift preference shall apply only to the patrol  
42 division. (Except that members with less than three (3) years seniority  
43 shall be assigned to shifts at the Chief’s discretion).  
44

1  
2 SECTION 19.4 - SENIORITY ACCUMULATION BY EMPLOYEES NOT HAVING  
3 PERMANENT STATUS

- 4 (A) Probationary employees shall not accumulate seniority during their first year of service.  
5 Once the employee has attained permanent status, seniority shall run retroactively from  
6 the date of hire.  
7  
8 (B) Emergency, temporary, provisional, part-time, and seasonal employees shall not  
9 accumulate seniority. Once the employee has attained permanent status, seniority shall  
10 run retroactively from the date of hire.  
11

12 SECTION 19.5 - EQUAL SENIORITY

13 In the event two (2) or more employees have equal seniority, it shall be determined from the  
14 records of the appointing authority and/or Civil Service Commission which of the equal  
15 employees shall be listed first on the proper seniority listing.  
16

17 SECTION 19.6 - LAYOFF

18 Whenever, for any reason, it becomes necessary or expedient to reduce the work force within a  
19 position classification, all emergency, provisional, temporary, part-time, seasonal, and  
20 probationary employees in the bargaining unit shall be laid off first before any reduction is made  
21 in the permanent work forces. Permanent employees shall be laid off in order of their seniority  
22 with that employee having the least seniority being laid off first then continuing in like manner  
23 until the required reduction in work force has been accomplished.  
24

25 SECTION 19.7 - LAYOFF BEYOND THREE YEARS

26 An employee who is on layoff for a period of three (3) years is automatically terminated and  
27 loses all seniority. An employee shall be paid for all accumulated vacation and compensatory  
28 time at the time of layoff.  
29

30 SECTION 19.8 - RECALL

- 31 (A) Permanent employees who are on lay off shall be recalled in reverse order of their layoff  
32 with the last employee laid off being the first to be called back and continuing in like  
33 manner until the required number of employees have been obtained.  
34  
35 (B) The City shall notify the employee of his recall at his last address on record with the City  
36 by certified letter with return receipt requested and employ him if he reports and is  
37 available for work within ten (10) days after notice of recall. If said employee fails to  
38 report for work within ten (10) days after notice of recall, he shall be considered as  
39 having voluntarily resigned provided that illness incapacitating the employee for work or  
40 extended absence from home at the time of recall shall be sufficient excuse for not  
41 reporting for working if the City is informed of the excuse within twenty-four (24) hours  
42 after receipt of notice of recall. An employee loses his right to recall and is considered to  
43 have voluntarily resigned if his address on file with the City is not accurate.  
44  
45  
46

1 SECTION 19.9 - EMERGENCIES

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

4  
5 ARTICLE 20  
6 REPORTING FOR WORK

7  
8 SECTION 20.1 - LATENESS  
9

10 No monetary penalty will be given an employee who reports for work less than six (6) minutes  
11 late. For tardiness at or beyond six (6) minutes, the regular procedure of six (6) minutes intervals  
12 will apply, i.e. up to twelve (12) minutes, minus 2/10 of an hour; up to eighteen (18) minutes,  
13 minus 3/10 of an hour; up to twenty-four (24) minutes, 4/10 of an hour; up to thirty (30) minutes,  
14 5/10 of an hour, etc.

15  
16 SECTION 20.2 - CHRONIC LATENESS

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

31 SECTION 20.3 - TERMINATION OF SHIFTS

32 Each employee will remain on duty within radio contact until the end of the shift unless  
33 otherwise directed by a supervisory officer.  
34  
35

36 ARTICLE 21  
37 DISCIPLINE  
38

39 SECTION 21.1 - CITY'S RIGHT TO DISCIPLINE  
40

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



1 SECTION 21.2 - PROMPT DISCIPLINARY ACTION

2  
3 The City shall within a reasonable time, given the circumstances of an alleged infraction,  
4 complete its investigation and file charges for disciplinary action against a Police Officer. In the  
5 case of traffic accidents, the City shall have sixty (60) days. In instances where the investigation  
6 cannot be completed within the time limits herein before set forth, an additional fifteen (15) day  
7 period may be granted by mutual agreement of the City and the affected Police Officer. Further,  
8 the F.O.P. and its members agree to assist in the expediting of investigations of alleged actions,  
9 incidents, occurrences, and traffic accidents.

10  
11  
12 ARTICLE 22  
13 ABSENTEEISM

14  
15 SECTION 22.1 - NOTICE OF ABSENCE

16 Employees are expected to work at their assigned time. Any employee who is unable to report  
17 for work at his assigned time for any reason shall notify the proper designated authority no later  
18 than one (1) hour before his starting time. Notice of absence may be given personally by the  
19 employee or through another person only if the employee is physically unable to provide the  
20 proper notice. When notice is not provided the employee will not be paid for his time off unless  
21 he can furnish compelling evidence that circumstances beyond his control prevented giving  
22 proper notice. An employee who is absent two (2) consecutive workdays without notifying the  
23 City, or without valid reason, for failure to so notify the City will be considered to have  
24 voluntarily resigned.

25  
26 SECTION 22.2 - ABSENCE WITHOUT PRIOR NOTICE AND/OR LEGITIMATE EXCUSE

27 An employee who is absent from the job without prior notice to the City and/or failure to give  
28 the City a legitimate reason for his absence immediately upon returning to work shall be subject  
29 to the following penalties

- 30  
31 First Offense – Five Day Suspension  
32 Second Offense – Ten Day Suspension  
33 Third Offense – Dismissal  
34

35  
36 ARTICLE 23  
37 GRIEVANCE PROCEDURE

38  
39 SECTION 23.1 - STEPS IN THE GRIEVANCE PROCEDURE

40  
41 STEP 1 BUREAU COMMANDER

42 (A) An employee who feels that his rights and privileges under this Agreement have been  
43 violated, shall make verbal contact with his Bureau Commander within ten (10) calendar  
44 days from date of the Occurrence of the action giving rise to the grievance or ten (10)  
45 calendar days from when the grievant first knew,, of the occurrence that gave rise to the  
46 grievance. A waiver form must be presented by the grievant at this step.

- 1 (B) The Bureau Commander will give a written reply to the grievance within ten (10)
- 2 calendar days from the date the grievance was verbally submitted. The object of this step
- 3 is to informally resolve the complaint before it becomes a formal grievance, therefore,
- 4 unless mutually agreed to by the parties, any other parties shall be excluded from the
- 5 meeting between the employee and his Bureau Commander.
- 6 (C) A grievance which is not satisfactorily settled at Step 1 of the Grievance Procedure shall
- 7 be taken to Step 2.
- 8 (D) The day of submission or response is not counted as a day of this step or any succeeding
- 9 step.

10  
11 STEP 2 POLICE CHIEF/DESIGNEE

- 12 (A) An employee who is not satisfied with the reply at Step 1 of the Grievance Procedure
- 13 shall file a written grievance on the form provided, with the Police Chief or his designee.
- 14 The grievant may use an F.O.P. representative. If he does so choose to involve the
- 15 F.O.P., then the F.O.P. shall investigate the grievance before proceeding to the next step.
- 16 A waiver form must be presented by the grievant at this step. If the F.O.P. is involved, a
- 17 written report of their investigation shall also be presented.
- 18 (B) The employee must file his grievance within ten (10) calendar days after the reply at Step
- 19 1 has been given.
- 20 (C) The Chief or his designee shall sign, and date stamp the grievance form and return a
- 21 signed copy to the grievant or his representative if one is involved.
- 22 (D) The City has the right to seek out and require additional information, if it exists, to that
- 23 presented in the Grievance Notice in order to amicably handle the matter as expeditiously
- 24 as possible.
- 25 (E) The Police Chief shall have fifteen (15) calendar days to submit his answer in writing to
- 26 the grievant or his representative if one is involved, said grievant or his representative
- 27 shall sign and date the form upon receipt.

28  
29 STEP 3 SAFETY DIRECTOR

- 30 (A) Should the grievant or the F.O.P. representative, if one is involved, decide that the reply
- 31 of the Police Chief is unsatisfactory, the grievant or representative of the F.O.P., if one is
- 32 involved, shall, within ten (10) calendar days, forward a copy of the grievance and all
- 33 other pertinent information to the City's Safety Director or his designated representative.
- 34 The Safety Director or his designee shall sign and date the form upon receipt and return a
- 35 signed copy to the grievant or his representative if one is involved. A waiver form must
- 36 be presented by the grievant at this step.
- 37 (B) The Safety Director or his designated representative shall arrange a hearing between the
- 38 grievant and the City within fifteen (15) calendar days unless otherwise mutually agreed
- 39 to. The Safety Director or his designee shall answer the grievance within ten (10)
- 40 calendar days after the hearing. If the grievant desires to have their F.O P. representative
- 41 present during the hearing, it is their responsibility to notify the representative.
- 42 (C) The City may require the hearing to be held outside normal working hours with no
- 43 additional pay rendered. Meetings and/or conferences by the F.O.P. and the grievant with
- 44 respect to discussion of the various actions associated with resolving such a matter, shall
- 45 be scheduled for the off-duty hours of the participants. No compensation will be
- 46 provided by the City for the participants in such meetings and/or conferences. A hearing

1 scheduled for a time period during which the grievant and his representative would  
2 normally be on duty will proceed as scheduled. The grievant and his representative shall  
3 be released from duty during the time period of the hearing and shall not suffer any loss  
4 of pay or benefits.

- 5 (D) If a decision of the Safety Director or his designee is not satisfactory to the F.O.P.,  
6 arbitration must be requested in writing within twenty-one (21) calendar days from the  
7 date the decision was rendered at the last step of the grievance procedure.  
8

9 SECTION 23.2 - DEFINITION OF A GRIEVANCE

10 A grievance is defined as a dispute or difference involving the interpretation, application, or  
11 enforcement of the terms of this Agreement or of the work rules.  
12

13 SECTION 23.3 - QUALIFICATIONS

14 An employee may file only his own personal grievance. The aggrieved employee should  
15 personally sign all written grievances. Except as provided in Section 23.10, no grievance will be  
16 processed without the aggrieved employee's signature, if he is capable of signing.  
17

18 SECTION 23.4 - GRIEVANCES OF NONUNION EMPLOYEES

19 When a grievance proceeding is held on an individually filed grievance by a bargaining unit  
20 employee who is not a member of the F.O.P., the F.O.P. shall receive notification when the  
21 grievance is filed. The final resolution must be consistent with the terms of this agreement and  
22 the F.O.P. representative may be present at the final resolution.  
23

24 SECTION 23.5 - PRE-EXISTING GRIEVANCES

25 Grievances which arose prior to the signing of this Agreement shall be processed under the terms  
26 of the Agreement in effect at the time of the alleged grievance.  
27

28 SECTION 23.6 - LIMIT ON APPLICABILITY OF GRIEVANCE DECISION

29 A final decision reached in either of the first two steps of the grievance procedure shall be  
30 applicable to that grievance only.  
31

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

33 The F.O.P. has the sole discretion to refuse to process, abandon, or may settle grievances jointly  
34 with the City, prior to binding arbitration, irrespective of the aggrieved employee's attitude.  
35 However, no grievance shall be abandoned or settled by the FOP without first notifying the  
36 grievant of such action and allowing the grievant to provide additional input.  
37

38 SECTION 23.8 - TIME LIMITS

39 If the F.O.P. or a member fails to exhaust its remedies under the grievance procedure or to abide  
40 by the time limits with respect to each step of the procedure, the grievance shall be deemed as  
41 resolved. Such failure/neglect to follow the procedure and/or adhere to the prescribed time limits  
42 shall act as a bar to the filing of any future grievances arising out of the same set of facts or  
43 circumstances.  
44

45 If the City fails to exhaust its remedies under the Grievance Procedure or to abide by the time  
46 limits with respect to each step of the procedure, the grievance shall automatically advance to the

1 next step. Arbitration may be requested within 21 calendar days from any missed deadline in the  
2 third step procedures.

3  
4 The time limits expressed in Article 23 and Article 24 may be extended at any step by written  
5 mutual consent. However, if the time limits are not mutually extended, the last timely position  
6 shall prevail. The parties may agree by written mutual consent to skip certain steps in the  
7 grievance procedure.

8  
9 SECTION 23.9 - PRESENTATION OF WITNESSE

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

15  
16 SECTION 23.10 - CITY OR THE F.O.P. MAY FILE A GRIEVANCE The City or the F.O.P.  
17 shall have the right to put its grievances through the established grievance procedure. Initiation  
18 of any such grievance shall be undertaken at Step 2 of the Grievance Procedure for the F.O.P.  
19 and Step 3 for the City.

20  
21 A grievance can be initiated by the F.O.P. or an aggrieved bargaining unit member. Where a  
22 group of bargaining unit members desire to file a grievance involving a situation affecting each  
23 bargaining unit member in the same or similar manner, the F.O.P. or grievance chairman shall  
24 file a class action grievance on behalf of all those affected.

25  
26 SECTION 23.11 - MANAGEMENT PREROGATIVES EXCLUDED FROM THE  
27 GRIEVANCE PROCEDURE

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

30  
31 SECTION 23.12 - GRIEVANCE TO BE SETTLED EXPEDITIOUSLY

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

35  
36 SECTION 23.13 - PURPOSE OF THE GRIEVANCE PROCEDURE

37 The purpose of the grievance procedure is to resolve disputes peacefully and amicably without  
38 impeding the provision of essential public services. Therefore, should a grievance arise, there  
39 shall be no interruption or impeding of the work, work stoppages, strikes or lockouts on  
40 account of such differences, but an earnest effort shall be made to settle the matter promptly in  
41 accordance with the provisions of this Agreement. The grievance procedure outlined in Article  
42 23 and the arbitration procedure outlined in Article 24 shall constitute the sole recourse for  
43 the settlement of disputes involving the interpretation, application, or enforcement of the terms  
44 of this Agreement except as provided for in the Civil Service Laws of the State of Ohio.

1 SECTION 23.14 - PROCESSING AND INVESTIGATION OF GRIEVANCES

2 The processing and investigation of grievances shall take place outside of regular working hours  
3 whenever possible. When this is not possible, the grievant or F.O.P. representative, if one is  
4 involved, shall be given time off with pay during working hours at the sole discretion of the City.  
5

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

8 When an F.O.P. representative is being used, the F.O.P. shall make a reasonable investigation of  
9 any grievance before it is submitted to the next step of the grievance procedure. All cases shall  
10 be investigated before being submitted to binding arbitration, in order to ascertain that the  
11 compliant is justified and there are reasonable grounds to believe that the claim is true in fact.  
12 The F.O.P. shall submit a written report of any such investigation to the City upon filing for the  
13 next step in the grievance procedure.  
14

15 SECTION 23.16 - ELIMINATION OF PROVOCATIVE LANGUAGE AND PUBLICITY

16 The grievance complaint shall set forth all the facts necessary to understand the issues involved.  
17 It shall be free from charges or language not germane to the real issue or conducive to  
18 subsequent calm deliberation. So far as possible, the City and the F.O.P. shall avoid publicizing  
19 any grievance or complaint prior to the final determination of the issue.  
20

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

23 Upon the request of either party a representative of either the State or the National Organization  
24 may attend hearings conducted at Step 3 of the Grievance Procedure.  
25

26 SECTION 23.18 - GRIEVANCE STEPS ELIMINATED UNDER CERTAIN  
27 CIRCUMSTANCES

28 If the subject matter involves an employee discharge or if both parties agree that any other  
29 subject is of an emergency nature, with respect to an immediate necessity to move ahead,  
30 grievance Steps 1 and 2 shall be bypassed and the grievance taken up directly at Step 3.  
31

32 In any case, the hearing for such a set of circumstances shall be held within fifteen (15)  
33 workdays of the date of the receipt of the grievance by the Safety Director or his designee.  
34

35 In the case of a suspension or a situation where the parties agree in writing that a grievance  
36 should bypass Steps 1 and 2, the time limit that such a grievance must be filed at Step 3 shall be  
37 five (5) workdays.  
38

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

40 Where applicable in discipline cases, the employee must first choose whether he wants to  
41 process his appeal through the Grievance/Arbitration Procedures or through the Civil Service  
42 Commission. The initiation of any phase and/or of any step of either of the two appeal systems  
43 shall be considered to be a waiver of the right to utilize the other system. Both the Civil Service  
44 Commission and any duly appointed arbitrator must honor the requirements of this section.  
45  
46

1 ARTICLE 24  
2 ARBITRATION

3  
4 SECTION 24.1 - LIMITS ON ARBITRABILITY

- 5 (A) Only disputes involving the interpretation, application, or enforcement of the terms of  
6 this Agreement, or of the work rules may be arbitrated.  
7 (B) No issue whatsoever may be arbitrated or subject to arbitration unless such issue results  
8 from an action or occurrence which takes place during the effective dates of this  
9 Agreement.  
10 (C) If one of the parties is of the opinion that a grievance concerning the interpretation or  
11 application of the contract is not arbitrable, it shall notify the other party prior to the  
12 arbitration hearing of its challenge and intent to raise the issue of arbitrability at the  
13 arbitration hearing. At the hearing, the first question to be placed before the arbitrator  
14 shall be whether or not the issue is arbitrable and within his/her jurisdiction to decide.  
15 The arbitrator will take the question of arbitrability under advisement, and the same  
16 arbitrator will hear the grievance on its merits.  
17

18 SECTION 24.2 - LIMITS ON ARBITRATOR'S AUTHORITY

- 19 (A) No decision by an arbitrator shall infringe upon:  
20 (1) The obligation of the City as expressed or intended by the provisions of Ohio Law.  
21 (2) The statutory obligations of the City.  
22 (3) The legal principles expressed by Ohio Supreme Court determination or by any other  
23 court of competent jurisdiction, or in the general body of legal principles which are  
24 applicable to municipalities and their municipal functions.  
25 (4) Any federal, state, or municipal law.  
26  
27 (B) The arbitrator may affirm, disaffirm or modify disciplinary penalties imposed by the City.  
28  
29 (C) The arbitrator shall not change wage rates already in effect within the Agreement.  
30  
31 (D) No award of any arbitrator shall be retroactive for a period prior to the filing of a  
32 grievance.  
33  
34 (E) No arbitration determination or award shall be made by any arbitrator which grants any  
35 right or relief for any period of time whatsoever prior to the execution date of the  
36 grievance.  
37

38 The arbitrator shall conduct a fair and impartial hearing on the grievance, hearing and  
39 recording testimony from both parties and applying the rules of the F.M.C.S., or the  
40 S.E.R.B. The arbitrator shall not have the authority to add to, delete from, or modify any  
41 provisions of this Agreement.  
42

- 43 (F) The arbitrator shall not grant relief that extends beyond the termination date of this  
44 Agreement.  
45

- 1 (G) The arbitrator shall expressly confine himself to the precise issues cited in the submission  
2 as per Section 24.7 and shall have no authority or privilege to determine any other issue  
3 not so submitted to him. Nor shall the arbitrator have the authority or privilege to submit  
4 observations or declarations of opinion which are not directly essential in reaching a  
5 decision on the precise subject matter.  
6
- 7 (H) The arbitrator may not make an award which in effect grants either party that which it  
8 was unable clearly to secure during past collective bargaining negotiations.  
9
- 10 (I) An arbitration award shall not be used as a precedent for any subsequent case but may be  
11 cited in support of the parties' position.  
12
- 13 (J) The arbitrator's decision and award will be in writing and will specifically state the  
14 rationale for the decision. Said decision shall be mailed to the F.O.P. and the Mayor of  
15 the City or his designee, within thirty (30) days from the date the record is closed. When  
16 post-hearing briefs from the parties are requested, the record is not closed until the parties  
17 have submitted such briefs.  
18

19 SECTION 24.3 - TIME LIMIT FOR REQUESTING ARBITRATION

20 Arbitration must be requested in writing within twenty-one (21) calendar days from the date the  
21 decision was rendered at the last step of the grievance procedure.  
22

23 SECTION 24.4 - EXHAUST GRIEVANCE PROCEDURES

24 Unless both parties agree to by-pass one or more of the steps, the entire grievance procedure  
25 must be exhausted before going to arbitration.  
26

27 SECTION 24.5 - DELIVERY OF DEMAND FOR ARBITRATION

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

- 34 (A) the provision of the Agreement in dispute and the nature of the grievance;  
35 (B) the names, duties and positions of the employee(s) involved; and  
36 (C) the department or division involved.  
37

38 SECTION 24.6 - SELECTING THE ARBITRATOR

39 Within twenty-one days of the demand for arbitration, a joint written request, instigated by the  
40 party demanding arbitration, shall be made to the Federal Mediation Conciliation Services  
41 (District 15, Ohio) to submit the names of seven (7) qualified arbitrators including personal  
42 history and arbitration experience of each. Upon receipt of such list of arbitrators the parties  
43 shall attempt to select one from the list. Upon failure to do so, the parties shall then proceed to  
44 alternately strike names from the list until one (1) name remains.  
45

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

6  
7 SECTION 24.7 - SUBMISSION AGREEMENT

8 The F.O.P. and the City shall agree in writing upon the precise issue to be decided and submit  
9 the Statement to the arbitrator. If the parties cannot agree on the issue to be decided, each party  
10 shall state in writing the issue as he sees it and submit it to the arbitrator. Included in its  
11 statement of issues, the appealing party shall cite the section or sections of the Agreement it  
12 claims have been violated and the redress it expects from arbitration.

13  
14 SECTION 24.8 - PROCEDURES

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

17  
18 SECTION 24.9 - NUMBER OF GRIEVANCES TO BE HEARD AT ONE TIME

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

21  
22 SECTION 24.10 - COST OF ARBITRATION

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

27  
28 After a dispute on which the arbitrator is empowered to rule hereunder has been referred to him,  
29 such dispute may be withdrawn by either party. The party requesting the withdrawal shall bear  
30 the entire cost of the arbitration, unless the withdrawal is due to a settlement in which case the  
31 cost will be borne equally by both parties.

32  
33 SECTION 24.11 - COMPENSATION/NON-COMPENSATION FOR TIME ATTENDING  
34 ARBITRATION HEARING

35 The grievant, the F.O.P. Representative, and employee witnesses, called by either party, who  
36 appear at an arbitration hearing during their working hours shall not suffer any loss in pay.

37  
38 Member witnesses, other than the grievant and grievant representative, called by the F.O.P., will  
39 be permitted time off, with pay, if such time off is during regularly assigned work hours,  
40 provided that the needs of the City, the Police Department and the safety of the citizenry are not  
41 compromised. The F.O.P. shall provide to the City a list of member witnesses to be called.

42  
43 SECTION 24.12 - ARBITRATOR SHALL ARRANGE HEARINGS

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



1 SECTION 24.13 - ARBITRATION LIMITED TO LIFE OF CONTRACT

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

3  
4 SECTION 24.14 - DAMAGES

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

6  
7 SECTION 24.15 - DECISION FINAL AND BINDING

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

10  
11  
12 ARTICLE 25  
13 SAVINGS CLAUSE

14  
15 If any term or provision of this Agreement is, at any time during the life of this Agreement, in  
16 conflict with any applicable valid Federal, State, or Local law or ordinance, such term or  
17 provision shall continue in effect only to the extent permitted by such Law, provided that such  
18 term or provision or parts of such term or provision cannot be amended to be applicable and  
19 valid under said Federal, State, or Local law or ordinance. If at any time thereafter such term or  
20 provision is no longer in conflict with any of the aforementioned laws or ordinances, such term  
21 or provision as originally embodied in this Agreement shall be restored in full force and effect.  
22 If any term or provision of this Agreement is, or becomes invalid or unenforceable during the life  
23 of this Agreement, such invalidity or unenforceability shall not affect or impair any other term or  
24 provision of this Agreement. If the parties are unable to agree as to whether or not any term or  
25 provision hereof is in contravention of any such laws or ordinances, the provisions hereof  
26 involved shall remain in effect until the disputed matter is settled by a court or other authority  
27 having jurisdiction in the matter.

28  
29  
30 ARTICLE 26  
31 WAIVER CLAUSE

32  
33 This Agreement constitutes the sole and entire existing written Agreement between the parties.

34  
35  
36 ARTICLE 27  
37 DRUG/ALCOHOL TESTING

38  
39 SECTION 27.1

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

42  
43 For random testing, the City shall contract with a laboratory meeting the requirements of Section  
44 27.2. Random tests will be conducted no more than four times per calendar year.

45 A bargaining unit employee may of his own volition, even if not ordered to do so undergo a drug  
46 and/or alcohol screening test if he is involved in an on-duty incident or accident involving bodily

1 injury, extensive property damage or death. Testing done under these circumstances will be  
2 treated in the same manner as if the employee had been ordered to undergo screening.

3  
4 SECTION 27.2

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

12  
13 SECTION 27.3

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

17  
18 SECTION 27.4

- 19 (A) The results of the testing shall be delivered to the Employer and the employee tested. An  
20 employee whose confirmatory test result is positive shall have the right to request a  
21 certified copy of the testing results in which the vendor shall affirm that the test results  
22 were obtained using the approved protocol methods. The employee shall provide a  
23 signed release for disclosure of the testing results. Refusal to submit to the testing  
24 provided for under this Agreement may be grounds for discipline.
- 25 (B) The Employer may suspend the employee without loss of pay before the time the  
26 confirmatory test results are complete. If the screening test and confirmatory test are  
27 positive, the Employer may discipline the employee. The use of illegal substances, on or  
28 off duty, will ordinarily result in termination. The improper use of prescription drugs  
29 and/or alcohol may result in a lesser discipline, depending upon the relevant  
30 circumstances.

31  
32 SECTION 27.5

- 33 (A) If a drug screening test is positive, a confirmatory test shall be conducted utilizing the  
34 fluid from the same container.
- 35 (B) In the event the second test confirms the results of the first test, the Employer may  
36 proceed with the sanctions as set forth in this Article.
- 37 (C) In the event that the second test contradicts the result of the first test, the Employer may  
38 request a third test in accordance with the procedures prescribed above. The results of  
39 this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this  
40 Article. If the results are negative, the employee shall be given the benefit of the doubt  
41 and no sanctions shall be imposed.

42  
43 SECTION 27.6

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

1 SECTION 27.7

2 If the testing required above has produced a positive result, the Employer may take disciplinary  
3 action and/or require the employee to participate in any rehabilitation or detoxification program  
4 that is covered by the employee’s health insurance. An employee who participates in a  
5 rehabilitation or detoxification program shall be allowed to use sick time, compensatory days,  
6 vacation leave, and personal leave days for a period of the rehabilitation or detoxification  
7 program. If no such leave credits are available, the employee shall be placed on medical leave of  
8 absence without pay for the period of the rehabilitation or detoxification program. Upon  
9 completion of such program, and upon receiving results from a retest demonstrating that the  
10 employee is no longer abusing a controlled substance, the employee may be returned to his  
11 former position. Such employee may be subject to periodic retesting upon his return to his  
12 position for a period of one (1) year from the date of his return to work. Any employee in a  
13 rehabilitation or detoxification program in accordance with this Article will not lose any  
14 seniority or benefits, should it be necessary for the employee to be placed on medical leave of  
15 absence without pay for a period not to exceed ninety (90) days.

16  
17 SECTION 27.8

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

21  
22 SECTION 27.9

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

25  
26 SECTION 27.10

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

29  
30 SECTION 27.11 Drug Testing Procedure:

- 31 (1) The City will contract with an approved testing facility.  
32 Four times per year, at its choosing, the testing facility will randomly select two names  
33 for alcohol testing and six names for drug testing.
- 34 (2) The testing facility will provide the names of those selected for testing to the Police  
35 Chief.
- 36 (3) The Police Chief will notify the testing facility of the day and times when those  
37 employees selected will be transported to the facility for testing.
- 38 (4) On the day selected for testing, the employees to be tested will be transported to the  
39 testing facility for testing.  
40 No employee will be called in for testing. Such testing shall be during the employee’s  
41 normal working hours unless prevented by the testing facility’s hours of operation.
- 42 (5) When the Police Chief receives a new list for testing, the Chief will provide the  
43 designated representative of the F.O.P. with a copy of the previous testing list.

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ARTICLE 28  
MID-TERM BARGAINING

SECTION 28.1 - BARGAINING

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

SECTION 28.2 - MEDIATION

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

SECTION 28.3 - ARBITRATION

- (A) If the parties have not reached agreement after mediation pursuant to Section 33.2 above, the parties shall submit the disputed issue(s) to arbitration. Arbitration will be held under the regulations in ORC Chapter 4117 and rules promulgated by the State Employment Relations Board for conciliation, except as modified herein.
- (B) Within 30 days of receipt of the arbitrator’s decision, the Employer shall either: (1) implement the modifications in the conditions of employment in accordance with the arbitrator’s decision, or (2) abandon the proposed changes in the conditions of employment and maintain the status quo.
- (C) The cost of arbitration shall be paid equally by the parties, except each party shall be responsible for its own attorney’s and/or consultant’s fees.

SECTION 28.4 - EMPLOYER MAY ABANDON PROPOSED CHANGES

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

ARTICLE 29  
DURATION

This Agreement, effective date of execution, shall continue in full force and effect without change until December 31, 2023. If either party desires to terminate this Agreement, it shall give written notice of the termination not later than September 1, 2023.

1 If either party desires to modify or change this Agreement, it shall give electronic notice to such  
2 effect not later than September 1, of the year the contract expires. Negotiations shall then  
3 proceed as specified in The Ohio Revised Code.  
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SIGNATURES

IN WITNESS WHEREOF, the parties hereto have set their hands this ~~15th~~ day of March, 2018.

FOR THE F.O.P.:



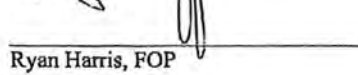
Tonya Sapp, General Counsel



Christopher Andrews, FOP



Bryan Ruff, FOP



Ryan Harris, FOP

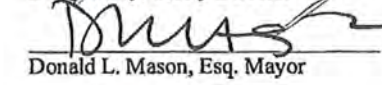
FOR THE CITY OF ZANESVILLE:



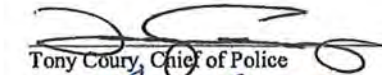
David Tarbert, Law Director



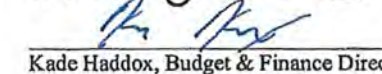
Doug Merry, Safety Director



Donald L. Mason, Esq. Mayor



Tony Coury, Chief of Police



Kade Haddox, Budget & Finance Director

APPENDIX I  
WAGES

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7

	2020	2021	2022	2023
<b>POLICE OFFICER</b>		4%	1%	1%
B	19.19	19.96	20.16	20.36
C	20.95	21.79	22.01	22.23
D	23.25	24.18	24.42	24.66
E	24.45	25.43	25.68	25.94
F	29.59	30.77	31.08	31.39