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STATE EMPLOYMENT
RELATIONS BOARD

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Collective Bargaining Agreement Between

The City of Portsmouth

And

International Association of Firefighters Local 512

January 1, 2012—December 31, 2014

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ARTICLE 1: INTENT AND PURPOSE

- A. It is the intent and purpose of the parties hereto that this Agreement serves to promote and improve the relationship between firefighters and management of the City of Portsmouth.
- B. The purpose of this Agreement is to provide a fair and reasonable method of enabling employees covered by this contract to participate through collective bargaining in the establishment of wages, hours, terms and other conditions of employment and to establish a peaceful procedure for the resolution of all differences between parties subject to the applicable laws of the United States of America, the State of Ohio and the City of Portsmouth, Ohio.
- C. This Agreement is made between the City of Portsmouth, Ohio, hereinafter referred to as the "City" or "Employer", and the Union, which represents the sworn uniformed employees of the Fire Department of the City of Portsmouth, Ohio.
- D. Since the purpose of this Article is to promote and insure a spirit of confidence and cooperation between the Fire Fighters and Management, it will not be cited as an Article to be violated in the Grievance Procedure of this Agreement unless it is cited in conjunction with another Article.

ARTICLE 2: RECOGNITION

- A. The City of Portsmouth hereby recognizes Local 512, IAFF, hereinafter referred to as the union, as the sole and exclusive bargaining agent grandfathered in by the provisions of the O.R.C. 4117.05(B) for all sworn firefighters and officers employed by the City of Portsmouth except the Fire Chief, the Senior Assistant Chief, dispatchers and all civilian employees.
- B. The City of Portsmouth recognizes the Union as the bargaining agent for the purpose of negotiating wages, hours, and terms and conditions of employment for the members of the Union, except that administrative matters, manning requirements and other matters within Management's rights shall not be subject to negotiations or the grievance and arbitration procedure.
- C. Any dispute involving a position and its inclusion in or exclusion from the bargaining unit shall be determined pursuant to the provisions of O.R.C. 4117 and State Employment Relations Board.

ARTICLE 3: Negotiation Procedures

- A. The City and the Union shall each have sole authority to designate the persons to constitute their respective negotiating teams. Each party will furnish to the other the names of the persons so designated at least twenty-four (24) hours prior to the first meeting of the negotiating teams. Either party to this Agreement may designate substitutes to take the place of a person designated as the party's representative so long as such substitution is for good and sufficient

reason. Both the Union and the City will present written proposals to the other either at or prior to the first meeting. Further presentation of proposals shall be subject to ground rules for the conduct of negotiations as set by mutual agreement of the parties at the first negotiation meeting.

- B. While negotiations are in process, neither the City nor the Union shall release progress reports unless such is mutually agreed upon.

ARTICLE 4: GRIEVANCE PROCEDURE

- A. Grievance defined: A grievance is defined as a difference between the City and the Union or Bargaining Unit member as to the interpretation, application or violation of any specified term or provision of this Agreement, and all such differences shall be settled promptly, in accordance with the procedure set forth herein. It is specifically agreed by the parties that the grievance procedure is not to be abused as to effect changes in this Agreement nor to address those matters not specifically set forth by this Agreement.
- B. The parties specifically agree that the grievance procedure is the exclusive and sole remedy of the parties herein.
- C. All grievances must be filed using the grievance form as provided by the Employer and, in order to be considered, must contain the following information:
 - 1. The aggrieved employee's name and address;
 - 2. The aggrieved employee's classification;
 - 3. The date the grievance was first discussed and name of the supervisor with whom the grievance was discussed;
 - 4. The date the grievance was filed in writing;
 - 5. The date and time the grievance occurred;
 - 6. The location where the grievance occurred;
 - 7. A description of the incident giving rise to the grievance;
 - 8. The specified Article(s) and Section (s) of this Agreement that are allegedly violated; and
 - 9. The desired remedy to resolve the grievance.
- D. Representatives.
 - 1. Each employee shall be afforded the right to representation of his choice at any time during the grievance procedure. The schedule of the representative shall be adjusted by the Employer to allow for time off with pay during regular work shifts during the steps of the grievance procedure. Employees are responsible for signing in and out for Union business.
 - 2. The Union shall furnish the names of the Union Representatives who shall be responsible for the investigation of the grievances. Said persons shall be allowed to investigate and confer with employees regarding a grievance with pay during breaks upon approval of his immediate supervisor, with said approval not unreasonably withheld.

E. The procedure shall consist of four (4) steps. An employee filing a grievance of a non-disciplinary nature must utilize each step before action within the following step may be undertaken. Grievances dealing with disciplinary actions other than disciplinary action under Article 38; Discipline, Sections A and B, will be filed directly into the second step. Employees and supervisors are urged to attempt to resolve differences informally prior to the implementation of the grievance procedure. No grievance shall be considered or adjusted unless the same has been commenced within ten (10) calendar days after the occurrence of the act or acts. Grievances not appealed to the next step of the procedure will be settled on the basis of the Management decision in the prior step. Grievances not answered in a timely manner automatically go to the next step of the procedure. Time limits of any grievance step may be extended by mutual agreement of the participants. Grievance forms will be provided by the Portsmouth City Fire Department. At any time, the Union member may withdraw his/her grievance, but this shall be a bar to the Union from proceeding therewith on its own behalf; however, the Union may re-file the grievance within fifteen (15) calendar days after withdrawal if it determines there are Union issues they wish to proceed with.

F. Grievance Procedure.

1. Step One.

- a. The affected employee will verbally discuss the problem and the circumstances surrounding it with the officer in charge or immediate supervisor. Failing to resolve the grievance verbally, the employee shall reduce the grievance in writing.
- b. Once the complaint is reduced to writing, which must be done within fifteen (15) calendar days from the unsuccessful conclusion of the verbal discussion in F-1-a above, it must be dated and signed by both the supervisor and employee. The supervisor must then give the employee a written response within ten (10) calendar days. The employee will date and sign the response.
- c. All Step One settlements are non-precedent setting.

2. Step Two.

- a. The second step of the grievance procedure starts with a written appeal of the supervisor's response given in Step One (F-1-b). This appeal must be made within ten (10) calendar days to the Fire Chief.
- b. Within ten (10) calendar days of the appeal, the Fire Chief will hold a meeting with the grievant and within five (5) working days from the close of said meeting, will render a decision to the employee in writing.

3. Step Three.

- a. The employee may wish to appeal the decision of the Fire Chief Step Two (F-2-b) to the Mayor or his designated representative. This appeal must be made within ten (10) calendar days of the Fire Chief's written response.

- b. Upon receipt of the employee's appeal (F-3-a), the Mayor will schedule a hearing within five (5) calendar days and notify the employee in writing of the time, place and date of hearing.
- c. Upon the conclusion of the hearing in Step Three (F-3-b), the Mayor or his designated representative will issue a final decision on the grievance within ten (10) calendar days.

4. Step Four.

- a. If the grievance is not satisfactorily resolved at Step Three (F-3-c), it may be submitted to arbitration upon the request of the Union in accordance with this Section of this Article.
- b. The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within ten (10) calendar days from the date of the final answer on such grievance under Step Three (F-3-c) in the Grievance Procedure, the Union shall notify the City of its intent to seek arbitration over an unadjusted grievance. The representatives of the parties (the Union and the City) shall meet within fifteen (15) calendar days after the notification of a request to arbitrate to begin the selection procedures outlined below.

Either party may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due to the arbitrator shall be paid by the party canceling the arbitration.

- c. After receipt of request to arbitrate, the parties shall jointly submit a request within thirty (30) calendar days of the date of the appeal to the Federal Mediation and Conciliation Service (FMCS) for a list of arbitrators. Both parties shall split the upfront cost for this list, with the loser reimbursing the winner for their half (in accordance with F-4-i). The arbitrator shall be selected by mutual agreement. If one cannot be reached as to one mutually acceptable arbitrator from the panel, an arbitrator will then be selected by the representative of the parties alternately striking names from the list and selecting the final name. The first to strike shall be decided by a flip of the coin. The name of the arbitrator selected shall be forwarded within ten (10) calendar days.
- d. The arbitrator shall have jurisdiction only over disputes arising out of grievances as described above and in reaching his decision, the arbitrator shall have no authority to add or subtract from or modify in any way any provisions of this agreement or concerning the establishment of wage rates not negotiated as part of this Agreement.
- e. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him (unless otherwise agreed to by the parties).
- f. If the arbitrator's decision awards the payment of back wages covering the period of the employee's separation from the Department's payroll, the award so awarded

- billed for unemployment compensation for reason of reinstatement and, if an overpayment is declared, this will be paid by the City.
- g. Any matter not presented in the prior steps of the Grievance Procedure will not be presented in arbitration, unless the new evidence is presented to the other party at least seven (7) calendar days prior to the arbitration hearing.
 - h. All decisions of arbitrators consistent with the powers enumerated above and all pre-arbitration grievance settlements reached by the Union and the Employer shall be final, conclusive and binding on the City, Union and the employees.
 - i. The costs of the arbitrator, including the travel expenses, hearing room, etc., shall be borne by the losing party.
 - j. The costs of any copies of the arbitration procedure shall be paid by the requesting party.
 - k. Failure of probation is not subject to the Grievance Procedure.
 - l. Any aggrieving employee is entitled to representation by a member of the Union with pay, or the Union's designated representative.
 - m. For the purpose of this Article, calendar days shall not include weekends or holidays.

ARTICLE 5: SENIORITY

- A. Seniority shall be defined as the length of continuous service with the City and shall be measured in total calendar days of service with the City, including probationary periods. Any time lost due to an authorized leave of absence, suspensions or layoffs shall not be considered a break in service, but any time lost shall be deducted when calculating the length of continuous service for seniority purposes.
- B. Seniority will normally determine areas of permanent assignment. Notice of a vacancy will be posted in each fire station for a period of six (6) calendar days. When, in the judgment of the Fire Chief, the good of the fire service or the qualifications of an individual dictates a decision on a basis other than seniority, a written explanation will be provided to the employee(s) affected. Any employee who feels he is aggrieved thereby has recourse to the grievance procedure.
- C. Department seniority will determine the selection of vacation and, when the case arises, the selection of days off.
- D. Layoff and Recall.
 - 1. Whenever the City determines that it is necessary to reduce the work force due to lack of work, lack of funds, or for reasons of economy and such reduction affects employees covered by this Agreement, the following layoff order shall be observed:
 - a. Emergency employees shall be laid off first, in any order as determined by the Fire Chief.

- b. Provisional employees shall be laid off next, in any order as determined by the Fire Chief.
 - c. Temporary employees shall be laid off next, in any order as determined by the Fire Chief.
 - d. Seasonal employees shall be laid off next, with the employee with the least seniority as measured in days of paid employment being laid off first.
 - e. Probationary permanent employees. Among such employees those with the lowest seniority shall be laid off first.
 - f. Permanent employees shall be laid off next, in inverse order of Departmental seniority as measured in days of paid employment. No credit for seniority will be given for service prior to a resignation.
2. If a layoff is necessary in rank normally filled by promotion, demotion in lieu of layoff will be first applied. The employee with the least seniority in the rank, or in other ranks at equivalent pay level, will be demoted first in lieu of layoff. Thereafter, the layoff procedure above will apply.
3. Establishment of a layoff list.
- Employees holding permanent positions in the Fire Department which have been abolished or made unnecessary shall be put on a departmental layoff list and in case of vacancy shall be reinstated in the Fire Department according to their standing on the layoff list. Such list, as to each employee, shall be in effect for a period not to exceed three (3) years from the date of his layoff. Employees shall be placed on the layoff list in the inverse order of layoff.
4. Employees of the bargaining unit of the IAFF Local #512 shall retain all the rights under layoff and recall they held under the previous contract under O.R.C. 124.37.
- E. The Fire Prevention officer shall be of the rank of Captain and it shall be a bid position with the assignment of the youngest captain in the event that no bids are received.

ARTICLE 6: VACATION

- A. Regular employees with the Fire Department, upon completion of one year's service, shall be entitled to vacation leave according to the following formula.

LENGTH OF SERVICE	VACATION
After one year	144 Hours
After five years	168 Hours
After ten years	216 Hours
After fifteen years	288 Hours

- B. Vacation time earned by an individual employee as of his anniversary date during a particular year will be posted on or about the first of January during the same calendar year. Said vacation time, however, will not have been earned by the employee until the employee's anniversary date during the same calendar year in which it has been posted. Vacation pay shall be prorated according to the individual employee's completed months of service and shall be based upon the employee's completed months of service and shall be based upon the employee's anniversary date of hire with the City. Vacation time shall be taken during the same calendar year in which it was posted. The Mayor, upon the recommendation of the Fire Chief, may extend the period until March 1 of the New Year if unusual circumstances warrant such an extension.
- C. The vacation/longevity schedule will be circulated according to department seniority in two rounds.
1. During the first round employees can pick all of their vacation or none of it. However, during the first round, vacation/longevity can only be split once. The first round of circulation must start by the first crew day in December for the upcoming year. Each employee will have one crew day to pick their first round of vacation.
 2. During the second round, employees may pick vacation/longevity on a day by day basis but may not move any days picked during the first round. Employees may pick all of their vacation at this time or bank days to be scheduled at a later date. Each employee will have one crew day to pick their second round of vacation.
 3. After the second round of selection is complete, employees may only move days with approval of the assistant chief or chief.
 4. All other requests for time off must be submitted to the assistant chief and are subject to the following:
 - 4.1 two (2) employees per crew may take vacation, longevity, or comp time each crew day.
 - 4.2 If crew strength permits, a third person may be granted time off with the following restrictions: a) For time off that begins at 0800 hrs., requests will be granted according to seniority so long as the request is submitted by 0900 hrs the crew day before its taken. Request made after 0900 hrs. the crew day before will be granted on a first come first serve basis. B) For time off that begins after 0800 hrs., requests cannot be approved until the actual day the time off is to be taken. Requests will be granted based on seniority so long as the request is submitted by 0900 hrs. that day. Requests submitted after 0900 hrs. will be granted on a first come first serve basis. c) Time off for a third person will not be approved if the crew strength would be reduced below minimum staffing levels.
 5. If an employee elects to bank vacation hours instead of scheduling the time off in advance, they do so at their own risk. Vacation that is not used by the end of the year will be lost unless it falls under section B of this article.
- D. The City Auditor will, with two (2) weeks notification, issue advance vacation checks.

ARTICLE 7: HOLIDAYS

- A. The days observed for the Fire Department members who work 24 hour shifts are as follows.
 1. 1st day of January
 2. 3rd Monday in January (Martin Luther King Day)
 3. Friday before Easter
 4. 30th day of May
 5. 4th day of July
 6. First Monday of September
 7. Veterans Day
 8. Thanksgiving
 9. 24th day of December
 10. 25th day of December
 11. Employee's Birthday
 12. Two (2) Floating holidays- These holidays are to be taken at the discretion of the employee with prior approval from the assistant chief or chief.
- B. Forty-hour employees within the Fire Department shall observe the above listed holidays in the same manner as other forty-hour employees, within the City, observe holidays.
- C. Each employee who is required to work on any above listed holidays shall receive pay at one and one half (1 ½) times his regular rate of pay in addition to his regular days pay.
- D. Any employee scheduled to work on any of the above listed holidays shall be entitled to the day off in lieu of holiday pay. This time off shall not be charged to vacation or compensatory time and the employee shall receive their straight time rate of pay for the day. This option is at the discretion of the employee however, time off will not be granted if the vacancy causes overtime.
- E. Each employee shall be entitled to choose one of the options listed below:
 - a. An additional 120 hours of straight time pay will be paid each year upon the written request of the employee on the next pay.
 - b. 48 hours vacation in addition to the listed vacation hours. This option must be exercised at the time the vacation is picked.

ARTICLE 8: OVERTIME

- A. Employees of the Fire Department who are on a crew will be paid overtime in accordance with the Fair Labor Standards Act as it relates to Fire Fighters. Employees normally working 2912 hours will receive 156 hours of pay per year at 1.75 times their regular rate of pay as listed in Appendix A. Employees will be paid their overtime earned under this section every 57 days.
- B. Members working at a shift change who are held over shall be paid for time worked at the overtime rate on an hourly basis, with a guaranteed minimum of one hour's pay and any increment of an hour thereafter to be paid on an hourly basis. When called out for overtime employees will be guaranteed at least three (3) hours pay.
- C. There shall be only one overtime list which shall have only hours which an employee works when called in to work "on crew". Overtime hours worked during emergency call-in, training, shift change hold-over, and any other non "on-crew" hours shall not be included on the employee's overtime list. This list shall have all hours rolled back to zero (0) each January 1, but the overtime cards shall remain in the same order as they were at the time of the roll back.
- D. A new employee shall be placed on the overtime list when the Fire Chief determines he/she is qualified to perform the work. A new employee on the list shall be credited with zero (0) hours but shall be placed in the last position in the firefighter rank.
- E. When an employee changes rank, whether through promotion or demotion, that employee shall be placed in the last position in the overtime list for that new rank with the highest number of hours in that appropriate rank.
- F. When an employee accepts overtime for "on-crew" work, that employee's overtime card shall be credited with those hours worked and his/her card shall be placed in the appropriate position in the overtime list according to hours.
- G. When an employee is called in for "on-crew" work, he shall be paid at the overtime rate of pay for an employee who normally works and is assigned that position.
- H. Payment of overtime rates shall not be duplicated for the same hours paid. Hours compensated for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provision of this Agreement.

ARTICLE 9: HOURS OF WORK

- A. Fire Department members shall be assigned to a crew on a rotating basis. The forces shall be divided into not less than three platoons, each platoon on duty for twenty-four (24) consecutive hours followed by forty-eight hours off duty.
- B. Members assigned to the Fire Prevention division of office staff will work a forty (40) hour week consisting of five, eight (8) hour days.
- C. All time spent during regularly scheduled work hours by Union negotiators, in the handling of negotiations shall be considered time worked. Fire fighters will respond to all major fires, if negotiations are conducted within the City limits.

ARTICLE 10: SICK LEAVE

- A. Sick leave shall be cumulative. The amount of sick leave accumulation is unlimited.
- B. Employees of the Fire Department who work a 53-hour work week shall accumulate twenty-one (21) hours of sick leave per month for each month of service rendered to the City. Employees of the Fire Department who work a 40- hour workweek shall earn ten (10) hours of sick leave for each month of service rendered to the City.
- C. An employee is to complete and submit the request for leave form upon his return. The Fire Chief may require a physicians' statement attesting to the nature of the illness and the employee's fitness to return to duty. The request for leave form is available at each station. Falsification of either the request form or any supporting documentation will be grounds for disciplinary action up to and including dismissal. The Chief is given the discretion of approving or denying the request if the physician's statement is out dated or otherwise questionable.
- D. The bargaining unit members will comply with the City's attendance policy attached as APPENDIX C.

ARTICLE 11: INJURY LEAVE

- A. In the event of a service connected occupational illness or injury arising out of employment with the City of Portsmouth, leave of absence with normal pay will be granted by the Mayor upon written request by the employee for up to ninety (90) calendar days or thirty (30) crew days. Any such request must be accompanied by proper medical documentation acceptable to the Mayor. Injury leave will be denied an employee when the injury is not work related. The City must show that the injury is not work related. An employee will be notified in writing by management if his/her request is denied and reasons therefore. Any denial of injury leave is subject to the grievance procedure. The length of injury leave shall be based upon the advice of the attending physician and in the event of a dispute as to the length of leave authorized therein, the City and the Union shall mutually agree on, and share the cost of, a disinterested physician to make the final determination which shall be binding upon

both parties. Further leave may be granted with the approval of the Mayor as set forth hereinafter.

- B. At the expiration of the injury leave granted, if the employee is still unable to return to work, the employee may use his accumulated sick leave, vacation, comp time, and personal days. If after using all accumulated sick leave, vacation, comp time, and personal days, the employee is still unable to work, payment of normal wages or salary will be stopped and the Industrial Commission will be requested to begin weekly payments under the provision of the Workers Compensation Act.
- C. Upon the filing of a Workers Compensation claim for a work-related injury or illness, the employee shall sign an agreement (agreement form attached as Appendix "D") that the City will be reimbursed by a check from the State Bureau of Workers Compensation made payable directly to the City for the period during which the employee was on injury leave for work-related injury , not including time spent on sick leave, vacation, comp time, or personal days. In the event the injured employee inadvertently receives a check from the Workers Compensation Bureau for weekly wages paid during the period of the injury leave, the employee agrees to endorse the check over to the City. Under no circumstances is an employee to receive injury leave payment from the City and the Bureau of Workers Compensation concurrently.
- D. Management reserves the right to withhold benefit payments or take disciplinary action up to and including discharge against any employee who is guilty of submitting a false claim for any benefit covered in this Article or who works for another employer while on injury leave or sick leave while physically capable of performing his assigned classification.

ARTICLE 12: PAY PERIODS

- A. The City agrees to semi-monthly pay periods for members of the Fire Department.
- B. If an employee is going to be on vacation over a payday, he/she may request their paycheck early. The City will issue the check early, provided that:
 - 1. The request is made two (2) weeks prior to the date the check is to be received.
 - 2. The requested date to pick up their paycheck is not before the employee's last scheduled day to be at work.
- C. Overtime pay will be paid no later than the next pay period following the pay period in which the overtime was worked.

ARTICLE 13: Dues Check-OFF

- A. The plan of voluntary Union dues deduction authorized by Section 4117.09(B)(2) of the Ohio Revised Code shall remain in effect under this Agreement.

- B. Upon receipt of written authorization by the employee, the City shall, pursuant to such authorization, deduct from the wages due said employee each month, and remit to the Union regular monthly dues as fixed by the Union. The City must be given a one (1) month (30) days notice for making any changes in any individual's dues deductions. The City shall not be obligated to make dues deductions from any employee who, during any dues month involved, has failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues.
- C. It is specifically agreed that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union here by agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by any employee arising from deductions made by the City hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
- D. Employees of the bargaining unit who have completed their initial probationary period and who are not members of IAFF Local 512 shall, as a condition of employment, pay a monthly service charge hereinafter referred to as a "Fair Share Fee", which shall be certified by the Secretary-Treasurer of the IAFF Local 512, April 1st of every year. Such fee shall be deducted by the City and remitted during the same period as IAFF dues. Such deduction shall not require non-member written authorization as in Section 1 of this Article.
- E. Any individual employee objection to payment of the Fair Share Fee based on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, will require such employee to inform the Employer and the Union of his objection, and provide proof of the same. The Employee shall meet with the representatives of the Union and establish a satisfactory arrangement for the distribution of a monetary contribution, equivalent to the "Fair Share Fee" as described herein, to a non-religious charity. The employee shall furnish written proof to the Employer and the Union that the aforementioned contributions are made. All other objections to either the amount of or the actual payment of the Fair Share Fee shall be subject to the internal rebate procedure of IAFF Local 512 and applicable state law, namely O.R.C. 4117.09(C).
- F. The Secretary-Treasurer shall certify , both annually and as changes occur, to the City's financial officer the following information:
1. The certified amount of Regular Dues to be deducted in accordance with paragraphs A and B of this Article.
 2. The membership roster of IAFF Local 512 from which Regular Dues shall be deducted.
 3. The certified amount of Fair Share Fee (as of April 1st) to be deducted in accordance with this Article, and how it is calculated.
 4. The list of non-member employees of the Fire Department from which the Fair Share Fee shall be deducted.
- G. It is specifically agreed that neither the employees nor the Union shall have claims against the City for errors in the processing of deductions, unless a claim of error is made to the City

in writing within sixty (60) days after the date such error was made. It will be corrected at the next pay period that the Union dues would normally be deducted by deducting the proper amount.

ARTICLE 14: HOSPITALIZATION INSURANCE

- A. The City shall make available to bargaining unit members and their eligible dependents substantially similar group health and hospitalization insurance coverage and benefits as existed in the City's conventional insurance plan immediately prior to the signing of this Agreement. The City reserves the right to change or provide alternate insurance carriers, or to self-insure, as it deems appropriate for any form or portion of insurance coverage referred to in this Article, so long as the new coverage and benefits are substantially similar to the conventional insurance which predated this Agreement.
 - Employees shall pay a share of the cost of insurance coverage premiums. Members enrolled with a family plan coverage shall pay Two Hundred (\$200.00) dollars each month, and members enrolled with a single coverage plan shall pay Eighty (\$80.00) Dollars each month as a share of the premium cost. Said employee payments will be deducted from the employee's bi-monthly regular payroll checks. The monthly deduction will be split equally.
- B. The City reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar to the conventional insurance coverage in effect immediately prior to this Agreement. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, and mandatory outpatient elective surgery for certain designated surgical procedures.
- C. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the City, bargaining unit member or beneficiary of any bargaining unit member.
- D. Any change in benefits or coverage as a result of a change in insurance carrier or to self-insurance shall be reviewed by representatives of the bargaining unit to insure compliance with this Article. The bargaining unit reserves the right to utilize the established grievance procedure or other legal processes, as it deems necessary to insure compliance.
- E. Bargaining unit members of the fire department who are organ donors for members of their immediate family may receive up to five (5) consecutive calendar days with pay for any turns missed. Any additional time necessary may be deducted from the bargaining unit member's sick, vacation, or comp time. This article will not incur any additional hospitalization cost to the City's plan or insurance carrier. Costs of the organ transplant must be paid by the receiving party.

- F. The city will maintain substantially similar co-pays and total out of pocket expenses that is paid by the employee in the health insurance coverage.

ARTICLE 15: GROUP TERM LIFE INSURANCE

- A. The City shall assume the premium payment for a twenty thousand dollar (\$20,000.00) group term life insurance policy for each member of the Fire Department payable to his beneficiary. This policy shall contain no occupational exceptions.

ARTICLE 16: DEATH BENEFITS

- A. Upon the death of any active member of the Fire Department, the City shall pay to his estate or designated beneficiary a lump sum equal to 100% of the number of unexpended sick leave days based upon the amount the member would have received if he had retired on the date of his death.
- B. The daily rate shall be determined by dividing the employee's gross salary for the previous twelve-month period by the number of workdays.
- C. In addition, the City shall pay to the employee's estate or designated beneficiary any unexpended vacation days, holidays, longevity days and compensatory time.

ARTICLE 17: RETIREMENT TERMINATION PAY

- A. Members of the Fire Department, upon retirement from the City, shall be paid the first pay period following retirement a lump sum payment for vacation and sick leave according to the following formula:
 - 1. Payment for vacation time is equal to payment for 100% of all unexpended vacation hours, and 100% of all compensatory and longevity hours.
 - 2. Members of the Fire Department shall be paid for 100% of all unused sick leave hours that were earned prior to July 1, 1981, and shall be paid for 33-1/3% of all unused sick leave hours earned from July 1, 1981 to day of retirement.
 - 3. The formula for the computation of the daily rate shall be determined by dividing the employee's total salary of the previous twelve months by 2912 hours for employees assigned to a platoon or 2080 hours for employees assigned to a 40 hour week schedule. Employees who change to a 40-hour assignment will have their hours prorated according to the hours spent in each assignment.

- B. A record of all members' accumulated hours for 100% payment will be recorded in the Auditor's office and a copy of this record furnished to the Fire headquarters and Local #512 IAFF.

ARTICLE 18: CLOTHING, UNIFORM AND LINEN

- A. After the first year of employment, each member of the Fire Department shall be allowed Six Hundred (\$600) Dollars for each calendar year for the replacement of uniforms and clothing and shoes. Each member of the Fire Department desiring to use all or any part of said allowance shall submit to the Fire Chief a requisition for clothing and shoes. Carry-over for one year's allowance shall be permitted, until the order date of the following year.
- B. Upon appointment, a new firefighter will be supplied with the following minimum clothing requirement.
 - 1. One car coat and one parka
 - 2. One pair of uniform shoes
 - 3. Three BDU pants
 - 4. One belt
 - 5. Three long sleeve polo shirts
 - 6. Three short sleeve polo shirts
 - 7. Three "T" shirts
 - 8. Three pairs of socks
 - 9. One Class A uniform as designated by the Fire Chief
 - 10. One Class B Uniform as designated by the Fire Chief
- C. Also, the City shall furnish boots and turnout gear required in addition to safety shoes. Uniform and clothing requirements will be ordered prior to June of each year.
- D. Personal articles not covered by a City insurance plan or a personal insurance plan which are destroyed or damaged in the line of duty, will be replaced or repaired by the City when properly reported and documented by the Assistant Chief on duty. Replacement or repair of personal articles must be approved by the Fire Chief. Personal articles are defined as eye glasses (over the amount not reimbursed by vision insurance), watches not to exceed an amount up to \$150.00, dentures and any other article approved by the Fire Chief.
- E. Bargaining unit members who leave the department prior to retirement shall be required to turn in all equipment issued or will have their final pay adjusted to pay for the unaccounted equipment, other than the items described in paragraph B above.
- F. Upon the promotion of an employee, the City shall purchase the following:
 - 1. Three (3) long sleeve polo shirts
 - 2. Three (3) short sleeve polos
 - 3. Changes to the promoted employee's class A and class B uniforms to reflect the new rank.

ARTICLE 19: STATION EQUIPMENT

- A. The City shall maintain in each engine house a workable microwave, coffee maker, refrigerator and stove for the purpose of the members preparing meals.
- B. The City shall maintain in each engine house a workable washer and dryer.

ARTICLE 20: SPECIAL EQUIPMENT

- A. The City shall allow the Union to maintain and service at each house a number of radios, televisions, VCR's and vending machines for the use of the membership during the standby time of duty.

ARTICLE 21: UNION MEETINGS

- A. The City agrees to allow the Local to hold regularly scheduled meetings and special union meetings at the Central Fire Station with permission from the Fire Chief. Permission for regularly scheduled meetings shall be granted on a yearly basis with a written request made by the Local in January of each year. Permission for special union meetings shall be requested no later than three (3) calendar days prior to the proposed meeting. Such permissions shall not be unreasonably withheld.

ARTICLE 22: GENERAL LEAVE PROVISIONS

- A. Military Leave- City employees who are members of the Reserve or National Guard components of the Armed Forces will be granted military leave of absence in accordance with O.R.C. 5923.05. The military pay stubs, or a copy of the orders will be given to the Fire Chief. In the case of an emergency call out, an employee may be paid up to an additional two (2) weeks upon presentation of proper and acceptable documentation.
- B. Jury and Witness Duty Leave- Any employee who is subpoenaed or otherwise required to serve upon a jury or who is required to attend court as a witness for the City in any proceeding, shall be paid his regular rate of pay during such periods. The employee shall remit to the City Auditor whatever sum is paid to him as compensation by the court for his appearance or service. The employee shall provide a copy of the subpoena or jury duty notice as evidence that he appeared and served as mentioned above to receive pay for same. Employees will not be compensated for any court related service in which the employee has a personal interest or for any witness service, which is a non-work, related civil case.
- C. The Union and the City will comply with the provisions of the Family and Medical Leave Act of 1993. Both parties had an opportunity to negotiate this issue and chose to follow the law.

ARTICLE 23: SALARIES

- A. Effective January 1, 2012, salaries will remain the same as in contract year 2011, as stated in Appendix A of this Agreement.

Effective January 1, 2013, salaries will remain the same as in contract year 2011, as stated in Appendix A of this Agreement.

Either party may reopen this Article for the purpose of negotiating and establishing salaries and employee pension contributions for contract year 2014 by serving a notice to negotiate upon the other party in accordance with Chapter 4117 of the Ohio Revised Code. The notice must be served at least 60 days prior to December 31, 2013 for a 2014 contract year re-opener. Negotiations for the re-opener shall be subject to and conducted in accordance with Chapter 4117 of the Ohio Revised.

- B. Pension Pick-up. Effective January 1, 2012, the City will continue to assume ("pick-up") on behalf of each member and pay to the Police and Firemen's Disability and Pension Fund an amount equal to 10% of the members' total contribution.

ARTICLE 24: RESIDENCY REQUIREMENT

- A. Employees of the Fire Department will follow the residency requirements set forth in the Ohio Revised Code (ORC) 9.481.

ARTICLE 25: FUNERAL LEAVE

- A. Fire Department employees shall be entitled to one (1) crew day of funeral leave with pay, not chargeable to sick leave, upon the death of a member of the employee's or his spouse's immediate family, and when interment of the deceased is within 200 miles of Portsmouth. If the deceased is interred at a place further than 200 miles from Portsmouth, the employee shall be granted two (2) crew days of leave. In the event of the death of a relative of the employee or his spouse other than his immediate family, he shall receive on the day of the funeral, leave with pay, provided he attends the funeral.
- B. The immediate family shall consist of the following relatives; spouse, mother, mother-in-law, step-mother, father, father-in-law, step-father, son, daughter stepchildren, brother, sister, grandparents, aunt, uncle, nieces, nephews or other relative of the employee living in the immediate household. Funeral leave must be taken on consecutive days, one of which must be the date of the funeral, memorial service or burial.
- C. No funeral leave, as such, may be taken for other than death of a relative described above. In the event of the death of a friend, neighbor or other acquaintance, time off from work to attend the funeral may be permitted by the Fire Chief. The decision should be based upon departmental workload. Such time off may be charged against compensatory time accrued or vacation leave. It shall not be charged against sick leave.

ARTICLE 26: PHYSICAL FITNESS

- A. The City agrees to maintain the current exercise equipment located at all stations.

ARTICLE 27: LONGEVITY

- A. All regular full-time Fire Department personnel shall receive longevity benefits as follows:

Years of Service	Crew Employees Hours Off	40-Hour Employees Hours Off
5	24 hours	8 hours
10	48 hours	16 hours
15	72 hours	24 hours
20	96 hours	32 hours
25	120 hours	40 hours
30	144 hours	48 hours

- B. Longevity days may be accrued or carried over for one (1) year into the year of retirement.

ARTICLE 28: ACTING PAY

- A. Any employee who is assigned to perform the work of a higher classification and performs the work of the higher classification for a minimum of one (1) hour shall be compensated during the entire period of performing the higher rated job at the rate of pay of the higher classification. The administration shall not make changes in assignments after the first hour to avoid payment of the higher rate.
- B. For overtime purposes, if, in a non-emergency situation, in the opinion of the Fire Chief, call-in on a rank-for-rank basis cannot be filled (after the higher classification firefighters list has been exhausted), a lower classification member may be called in to work in a higher classification. Compensation for said overtime shall be paid at the rate of the higher classification.

ARTICLE 29: NONDISCRIMINATION

- A. The City agrees not to interfere with the right of any Fire Fighter to belong to Local 512, IAFF, without fear of discrimination or maltreatment due to his membership. There shall be no discrimination against any member employee in the matter of training, vacation assignments, upgrading, promotion, layoff, discipline, discharge, or otherwise because of race, creed, national origin, sex, marital status or union affiliation.

ARTICLE 30: LABOR-MANAGEMENT COOPERATION

- A. The delivery of essential municipal services in the most effective manner is of paramount importance and interest to both the City and the Union. Maximized service to the community is recognized to be a mutual desire of both parties within their respective roles and responsibilities.
- B. The parties agree to meet to discuss means of increasing productivity on a quarterly basis upon notification by either part to the other of its desire to so meet. In attendance will be an equal number of representatives of Management and the union, not to exceed three from each side.

ARTICLE 31: NO STRIKE-NO LOCKOUT

- A. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any job action, defined to include but not be limited to, any strike, work stoppage, slowdown, picketing, work stepped-up, interruption of operations by the employees, absence from work upon any pretext or excuse, such as illness which is not founded in fact, or other action or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the City of Portsmouth by the union or by its members, officers or agents during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. When the Employer notifies the Union that any of its members are engaged in such strike activity as outlined above, the Union shall immediately notify its members that a violation is in progress, any such notice shall instruct bargaining unit members to return to work. Accordingly, it is understood and agreed that in the event of any violation of this section, the City shall be entitled to seek and obtain immediate injunctive relief.
- B. It is specifically understood and agreed that the Employer, during the time of any job action shall have the whole and complete right of discipline, including discharge, of such employees engaging in any job action as described in Section A above.
- C. The Employer agrees that it will not engage in any lockout of its employees, which shall be defined as not permitting employees to report to work or to complete their regular workday.

ARTICLE 32: MANAGEMENT RIGHTS

- A. Except as specifically limited by the terms and provisions of this Agreement, the City shall retain all the rights, powers, and authority vested in it at any time prior to the date of this Agreement and by all applicable laws, including, but not limited to, the following:
 - 1. The sole right to operate and manage the Fire Department
 - 2. The right to direct the workforce;

3. The right to determine and carryout the responsibilities and missions of the Department;
4. The right to determine equipment to be used, the processes, techniques, methods, and means of operation, schedules of shifts and working hours, and the right to establish standards of performance, to establish, maintain and amend occupational classifications and job descriptions and establish reasonable working rules, regulations, policies and procedures governing the conduct of the fire fighters;
5. The power to determine the geographical location of City facilities, to establish new units and relocate or disestablish existing units or facilities in part or in total;
6. The authority to assign to shifts and duties, maintain discipline and efficiency, and discharge employees for justifiable reasons;
7. The right to determine the methods, means and number of personnel needed to carry out departmental responsibilities;
8. The right to take such actions as may be necessary to carry out services as determined by the Fire Chief;
9. The right to introduce new or improved methods, operations, equipment or facilities and to determine when equipment should be in or out of service;
10. The right to direct, supervise, hire, promote, suspend, transfer, assign schedule, retain or layoff employees and discipline or discharge employees for just cause;
11. The right to schedule overtime work as required;
12. The right to determine the need for additional educational courses, training programs, training and cross training.

- B. Where the right, powers and authority itemized above are modified or limited by the terms and provision of this Agreement, they shall only be modified or limited to the extent specifically provided herein.

ARTICLE 33: CONTRACT REPRODUCTION

- A. The contract shall be drawn in duplicate for original signatures with both the Union and the City receiving one signed copy, whereupon each shall reproduce, at its own expense the number of copies necessary to meet its requirement.

ARTICLE 34: SEVERABILITY

- A. It is the intent of the City and the Union that this Agreement complies, in every respect, with applicable law. Should a court of competent jurisdiction determine that any provision of the Agreement is illegal and, therefore, null and void, the subject provision will be automatically eliminated and the remainder of the Agreement shall continue in full force and effect. In the event that a provision is determined to be unlawful, the City or its designated representative and the Union shall meet within ten (10) calendar days for the purpose of negotiating a lawful alternative provision. This meeting cannot be used for any purpose other than negotiating on the unlawful Article or clause.

ARTICLE 35: ALCOHOL AND DRUG TESTING

- A. It is the policy of the City of Portsmouth that the public has the absolute right to expect persons employed by the City in its Fire Department will be free from the effects of drugs and alcohol. The City, as the employer, has the right to expect its employees to report for work, fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such a manner as not to violate any established constitutional rights of the employees of the Fire Department.

The City may require employees to randomly submit to alcohol or drug testing.

- B. Employees shall be prohibited from:
 - 1. Consuming or possessing alcohol at any time during or just prior to the beginning of the workday or anywhere on any City premises or job sites, including City buildings, properties, vehicles and the employee's personal vehicle while engaged in City business.
 - 2. Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place except as may be necessary in the performance of duty.
 - 3. Failing to report to the employee's supervisor any known adverse side effect of medication or prescription drugs, which the employee may be taking.
- C. When the City has reasonable suspicion to believe that:
 - 1. An employee is being affected by the use of alcohol; or
 - 2. Has abused prescribed drugs; or
 - 3. Has used illegal drugs

The City shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The City may also require the employee to randomly submit to alcohol or drug testing. The City maintains the right to conduct any tests it may deem appropriate for persons seeking employment as fire fighters prior to their date of hire, or upon promotion to another position within the Department.

- D. Within forty-eight (48) hours of the time the employee is ordered to testing authorized by this Agreement, the City shall provide the employee with a written notice setting forth the facts and interferences which form the basis of the order to test. Refusal to submit to such test may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or right that he or she may possess.
- E. In conducting the testing authorized by this Agreement, the City shall:

1. Use only a clinical laboratory or hospital facility which is certified by the State of Ohio to perform drug and/or alcohol testing.
2. Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.
3. Collect a sufficient sample of the same bodily fluid or material from a firefighter to allow for initial screening, a confirmatory test and sufficient amount to be set aside reserved for later testing if requested by the employee.
4. Collect samples in such a manner as to preserve the individual employee's right to privacy while insuring a high degree of security for the sample of its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable suspicion that the employee may attempt to compromise the accuracy of the testing procedure.
5. Confirm any sample that test positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
6. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's choosing, at the employee's own expense; provided the employee notifies the City within seventy-two (72) hours of receiving the results of the test.
7. Require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation tests are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understanding expressed herein (i.e., billing for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or form adverse to the employee's interest.
8. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .050 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive (note: the foregoing standard shall not preclude the City from attempting to show that test results between .01 and .05 demonstrate that the

employee was under the influence, but the City shall bear the burden of proof in such cases).

9. Provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results.
 10. Insure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief of duty during the pendency of a testing procedure.
- F. If disciplinary action is not taken against an employee based in whole or in part upon the results of a drug or alcohol test, the union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the right to test, the administration of the test, the significance and accuracy of the test, or any other alleged violation of this Agreement. Such grievance shall be commenced at Step 2 of the grievance procedure. Further, if disciplinary action is taken against an employee based in part upon the results of a test, then the union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any portion of the test if the discipline is not so extreme as to invoke the jurisdiction of the Civil Service Commission. If the discipline is sufficiently extreme as to invoke the jurisdiction of the Commission, then the Union and/or the employee, with or without the union, shall have the right to contest any testing permitted by this Agreement before the Commission. Any evidence concerning test results which is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceeding involving the employee.
- G. The City shall take no adverse employment action against any employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the City may require reassignment of the employee with pay if he is unfit for duty in his current assignment. The foregoing is conditioned upon:
- a. The employee agreeing to appropriate treatment as determined by the physician(s) involved.
 - b. The employee discontinues his use of illegal drugs or abuse of alcohol;
 - c. The employee completes the course of treatment prescribed, including an "after-care" group for a period of twelve (12) months;
 - d. The employee agrees to submit to random testing during hours of work during the period of "after care". Employees who do not agree to or act in accordance with the foregoing shall be subject to discipline, up to and including discharge. The Article shall not be construed as an obligation on part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol and drugs prevents such an individual from performing the duties of a firefighter or whose continuance on active status would

constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity, at his/her option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

ARTICLE 36: NO SMOKING

The City and the Union agree to follow the smoking ban as stated in the Ohio Revised Code.

ARTICLE 37: UNION TIME/UNION BUSINESS

- A. The membership of Local 512 shall be entitled to four (4) working days off without pay for union business. The maximum allowed union days shall be four (4) days per year for a total of 96 hours. No more than two (2) union members at one time may use such days. Use of union time under this article shall not create overtime.

ARTICLE 38: DISCIPLINE

A. Purpose

The employer agrees that a member of the bargaining unit shall not be peremptorily discharged after the effective date of this Agreement, but that in all instances in which the Employer may conclude that a bargaining unit member's conduct may justify suspension or discharge, the bargaining unit member shall first be suspended. Such initial suspension shall be for not more than five (5) calendar days.

B. Procedure

1. The bargaining unit member and his/her Union representative shall be given a statement in writing promptly, but not later than twenty-four (24) hours from the time of suspension. The Employer shall make an effort to communicate the reason(s) to the bargaining unit member and his/her representative prior to the start of any suspension.
2. Complaints concerning suspensions of four (4) calendar days or less shall not require a hearing before the Fire Chief, but instead shall be initiated at the third step of the Grievance Procedure with the Mayor.
3. If the initial suspension is for five (5) calendar days the bargaining unit member may, during this period of initial suspension, if he/she believes he/she has been unjustly dealt with, request a hearing before the Fire Chief and such management representative present that the Fire Chief may choose and such Union representatives present as the union may choose. Such hearing shall be held within the five (5) calendar day suspension period.

- a. The period for the hearing may be extended by mutual agreement of the parties.

- (1) In the event the hearing is not held or requested within the five (5) calendar day period referred to above, the Employer shall issue his decision on the case within five (5) calendar days same as under paragraph B-3-c below and the effected bargaining unit member may thereafter present a grievance at any time within ten (10) calendar days from the filing of the Employer's decision with the bargaining unit member and the union; such grievance shall be introduced at the third step of the grievance procedure.
 - b. At the suspension hearing the facts concerning the case shall be made available to both parties.
 - c. After such hearing the Employer shall conclude within five (5) calendar days whether to convert the suspension into discharge or extend, reduce, sustain or revoke the suspension. If the suspension is revoked, the bargaining unit member shall be returned to work and shall receive full compensation at his/her regular rate of pay for the time lost. If the suspension is sustained, extended or converted into discharge, the bargaining unit member may, at any time within ten (10) calendar days from the filing of the Employer's decision, allege and present a grievance to be introduced at the third step of the Grievance Procedure.
- C. No discipline shall be taken against any employee except for just cause.
- D. Disciplinary action involving suspensions shall be maintained in a bargaining unit member's personnel file for three (3) years. Disciplinary action involving verbal or written warnings and/or reprimands will be removed at the end of one (1) year providing no intervening disciplinary action has occurred.
- E. A probationary bargaining unit member does not have recourse to the Grievance Procedure for his/her removal during his/her probationary period on initial employment.
- F. For purposes of this Article, calendar days shall not include weekend or holidays.

ARTICLE 39: TERMINATION OF THE AGREEMENT

- A. This Agreement is effective as of January 1, 2012, and shall be binding upon the parties through December 31, 2014.
- B. The Agreement shall then continue from year to year thereafter, unless either party shall give the other party ninety (90) days notice in writing prior to the expiration of the contract, or a contract year thereafter, of its desire to modify or terminate this Agreement.
- C. All terms and conditions of the Agreement shall remain in full force and effect during such period and shall not be subject to renegotiation.

- D. The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

This Agreement, including its exhibits attached hereto, concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire and existing agreement between the parties hereto, and supersedes all prior agreements and undertakings, oral and written express or implied, or practices, between the City and the union or its firefighters, and expresses all obligations and restrictions imposed on each of the respective parties during its term.

ARTICLE 40: PROMOTIONS

- A. The City of Portsmouth and the IAFF Local 512 agree to eliminate the automatic promotion to pay grade 5 after two (2) years of service for anyone hired after January 1, 2012. Pay grade 5 shall become a "Bided drivers position" promoted through competitive testing administered by the Civil Service Commission. All current employees who are at the rank of F-5 but do not have a bided position must fill all open bided positions before an employee at the rank of F-2 can be promoted to the position of F-5.
- B. The City of Portsmouth and the IAFF Local 512 agree that no member of the Fire Department shall be eligible to test for, or be promoted to Lieutenant who has less than five years service with the Portsmouth Fire Department.

APPENDIX A: PAY SCALE

The following pay scale will be effective January 1, 2012 and contract year beginning January 1, 2013:

Pay Grade 1	Fireman (Probationary)	\$ 12.06
Pay Grade 2	Fireman	\$ 12.70
Pay Grade 5	Fireman-Driver	\$ 15.09
Pay Grade 7	Lieutenant	\$ 15.82
Pay Grade 8	Captain	\$ 17.09
Pay Grade 8-A	Fire Marshal/Fire Prevention Officer	\$ 22.62
Pay Grade 9	Assistant Chief	\$ 18.26

The Pay Scale beginning January 1, 2014 shall be as follows Or as Negotiated with a 2014 Wage Re-opener, per Article 23.

Pay Grade 1	Fireman (Probationary)	\$ 12.06
Pay Grade 2	Fireman	\$ 12.70
Pay Grade 5	Fireman-Driver	\$ 15.09
Pay Grade 7	Lieutenant	\$ 15.82
Pay Grade 8	Captain	\$ 17.09
Pay Grade 8-A	Fire Marshal/Fire Prevention Officer	\$ 22.62
Pay Grade 9	Assistant Chief	\$ 18.26

APPENDIX B: NEGOTIATIONS GUIDELINES

- A. Location of Meetings.
Meetings will be held at mutually agreed upon premises.
- B. Dates and Times of Meetings.
Meetings will be scheduled by mutual agreement and will be for three (3) hours maximum duration. Nothing herein shall limit the parties from mutually consenting to extend the session.
- C. Bargaining Committee
The Union team will consist of no more than three (3) participants and three (3) alternates who may attend meetings. The Management team will consist of no more than three (3) participants.
- D. Chief Negotiator
There shall be only one (1) spokesperson, the Chief Negotiator for each party, except that he may, on occasion, request one of his team members to address a specific issue.
- E. Data
All requests for data shall be in writing
- F. Written Proposals/Material
All proposals or materials shall be submitted in sufficient quantity to provide copies for each member of the other party's bargaining team
- G. Agreements
 1. Articles or, when appropriate, Sections of Articles, agreed to by the parties will be reduced to writing, duplicate, dated and signed by the parties as tentative agreements.
 2. It is understood that such tentative agreements are not finally resolved, nor shall they be binding on either party, until such time as total agreement is reached on the entire Agreement.
 3. After the final tentative agreement is reached on all Articles, the Union bargaining committee will present the Agreement to the local membership of the Union for ratification within ten (10) working days. The Management representative will present the Agreement to the Portsmouth City Council within ten (10) working days for vote.
 4. Upon ratification by the Portsmouth City Council and the Local Union, the bargaining committee will meet within ten (10) days to execute the Agreement by affixing their signatures.
- H. Meeting Arrangements
The date and time of the next negotiating session shall, if possible, be agreed upon before the close of each session.
- I. Caucus
A caucus may be called at any time during negotiations by the Chief Negotiator for either committee.

J. News Media

It is agreed that during the negotiating period, neither party will issue a statement to any news media. If, in the normal conduct of negotiations such press releases should become necessary, the content must be mutually acceptable. It is understood that if the negotiating process reaches impasse, either party is free to make unilateral releases.

K. All sessions will be closed to the public.

APPENDIX C: ATTENDANCE POLICY

EXPECTATIONS

Members are expected to attend work and to be working in a regular and predictable manner. Failing to do so is legitimate grounds for action in accordance with this policy, with or without fault. Absenteeism creates numerous problems- especially unscheduled absences. Problems include pay for absent workers, cost associated with replacements, and problems for those who must compensate for the absent member. The quality to the community suffers as well.

PURPOSE

This policy does not have as its purpose the elimination of all forms of absenteeism. A certain amount of sickness, injuries, and absences for personal needs is to be expected. Rather, the purpose here is to prevent and establish accountability for those members who are repeatedly and excessively absent or tardy or abusively or fraudulently using leave privileges. Regular and predictable attendance is considered to be the first essential functions of every member's job working for the City of Portsmouth. Members, who cannot or will not, fulfill their responsibilities, regardless of fault, create cause for management to take action in accordance with this policy.

Should a member have an attendance, tardiness or absenteeism problem, management will make a case-by-case analysis to determine appropriate corrective action. Factors taken into consideration will include but are not limited to:

- The nature and reasons for the absenteeism problem
- The member's work, productivity, and other employment history
- Whether a predictable pattern of absenteeism exists in the member's work records
- The staffing needs of the City of Portsmouth
- The economic costs to the City of Portsmouth
- The member's demonstrated ability and willingness to improve and to correct the problem
- Whether supervisors have monitored the problem and counseled members of a problem and applied sanctions fairly and consistently. BARGAINING UNIT MEMBERS ARE NOT SUPERVISORS FOR PURPOSES OF THIS POLICY. Supervisors will record monitoring to provide documentation to show that the problem has been addressed and that the City is trying to create a positive reinforcement of established procedures.
- The length of time during which the member had a poor attendance

- Whether the member failed to give proper notice of absence if required to do so in accordance with a policy or rule or some generally accepted attendance standard
- Specific reasons for the member's absences and whether absences were intermittent or extended
- The nature of the member's job
- Attendance records of other members similarly situated.
- Whether the discipline meted out was consistent with the discipline given other members in similar situations and work records.

TYPES OF ATTENDANCE AND ABSENTEEISM PROBLEMS

Based on substantial evidence of misuse or abuse, the City of Portsmouth maintains the right to investigate any member's absence.

SUBSTANTIAL EVIDENCE DEFINED

Substantial evidence includes all evidence regardless of its source that would lead a reasonable person to believe that it is true. Substantial evidence includes evidence that is logically persuasive to the reasonable mind. This policy addresses three specific types of absenteeism problems- excessive, abuse, and fraudulent.

WORK UNIT DEFINED

Unless non-preventable factors in the work environment or the nature of work is directly affecting absenteeism rates within different sections of the City of Portsmouth, the bargaining unit of the fire department of the City of Portsmouth is considered to be single work unit for the purpose of calculating absenteeism rates.

ABUSIVE USE

Abusive absenteeism is taking leave in a manner for which it was not intended. For example, using sick leave in direct proportion to the amount of time earned, or using it as soon as it is earned, or using it in a predictable pattern is substantial evidence of abusive use. Member fault may or may not be a necessary element of cause in proving this offense.

FRAUDULENT USE

Misrepresenting the need for leave or claim illness or injury under false pretense is fraud. Fraudulent use of leave privileges is theft of time and services. Member's fault is a necessary element of proof cause to be established. Fraud in any form is a disciplinary offense and also carries the possibility of being charged with a violation of a criminal law.

CLASSIFYING AND RECORDING ABSENTEEISM

All forms of absenteeism will be classified as either scheduled or non-scheduled. Scheduled absenteeism is absenteeism that is pre-arranged with management. Non-scheduled absenteeism is absenteeism that doesn't fit the definition of scheduled absenteeism.

The table below provides a non-exclusive listing of types of scheduled and non-scheduled absenteeism that will be tracked on a regular basis.

Examples for scheduled and non scheduled absenteeism

Scheduled- arranged use of sick time

Non-scheduled- calling off sick according to agreement. Leaving work early without permission.

NOTIFICATION REQUIREMENTS

Members are required to notify the supervisor, or designated persons, if they are going to be tardy or cannot report for work at the designated time or place. They are expected to explain or verify all absences. Furthermore, members must report unscheduled absences personally to their supervisors with as much advance notice (usually a minimum of forty-five minutes or the department's policy prior to start time) as possible. Members may not rely on another person to make this report. An exception would be where an emergency had occurred and the members cannot personally report the absence. In such cases the member is expected to make a good faith effort, taking advantage of all opportunities, to report as soon as possible.

Members are expected to schedule elective absents (sick leave or FMLA) as far in advance as possible, in order that scheduling and work priorities might be adjusted accordingly. Failure to do so may result in denial of leave or pay for the period. It is also understood that any employee that is off for three (3) or more consecutive crew days charges to sick leave, will provide a written physicians statement upon returning to work.

Voluntary Resignation

Absences without notice and without sufficient reason for providing a notice for two consecutive work shifts or five (5) calendar days whichever is greater is considered to be a voluntary resignation. Giving notice includes the concept of ensuring that management receives the notice within the five-day time period.

MEMBERS

Members shall be entitled to those incentives contained within the collective bargaining agreement regarding the use of sick leave if they meet the eligibility requirements.

SICK LEAVE

Sick leave is an earned and conditional benefit for the purpose of providing financial resources to members who become unable to work due to personal or family related illnesses. Members who abuse

these privileges (for example, by "burning it as earned" or using it in small increments in a predictable "attached" pattern) are subject corrective and disciplinary action.

WHEN SICK LEAVE MAY BE USED

Sick leave may be used in accordance with Article 10 and State of Ohio, or City of Portsmouth Ordinances.

APPENDIX D- WAGE CONTINUATION

Notice to injured employees

Election of Compensation

The City of Portsmouth offers a Wage Continuation Policy relating to employees who are injured or contract an occupational disease while in the course of employment. This policy is effective for injuries on or after January 1, 1999. In the past, injured employees have been partially reimbursed for lost wages by the Bureau of Workers' Compensation. Injured employees are compensated at the rate of 72% of the full weekly wage for the first 12 weeks of disability and a 66 2/3% of the average weekly wage for all subsequent weeks of disability. In most cases, administrative delays have caused significant interruption in income from the last day worked to the eventual receipt of workers' compensation benefits.

In order to prevent such delays, The City of Portsmouth will, in compensable claims, continue to pay wages at the same rate of pay the injured worker was making at the time of injury. This rate will be multiplied by the usual number of scheduled hours per week. This compensation will be paid for a period not to exceed 12 weeks. The payment by the City of Portsmouth will take the place of payment by the Bureau. Wage continuation will be made only during the period of time that workers' compensation benefits would otherwise be paid by the Bureau. In most cases, payments will immediately commence upon receipt of proof of disability from the preferred medical provider and a completed claim application.

The payments by the City of Portsmouth will be taxable income to the employee and subject to the same tax withholding requirements as ones' regular weekly wage. Workers' compensation benefits payable to the State are not taxable income to the employee, however, the City of Portsmouth's net payment will be equal to or greater than the payment, which would be made by the Bureau, and will reduce the delay.

Receipt of wage continuation payments will be in lieu of workers' compensation lost time benefits. The payment of medical benefits will continue to be the responsibility of the Bureau of Workers' compensation.

If the period of disability exceeds 12 weeks, the company may, solely at management's discretion, extend wage continuation payments for additional periods of time. Injury leave payments beyond 12 weeks will be calculated at the same rate of pay the injured worker was making at the time of injury. This rate will be multiplied by the usual number of scheduled work hours per week. Alternatively, after 12 weeks, the company may request that the employee commence payment from the Bureau of Workers' Compensation. Since the claim number will be assigned by the Bureau, no interruption in the disabled employee's benefits should occur.

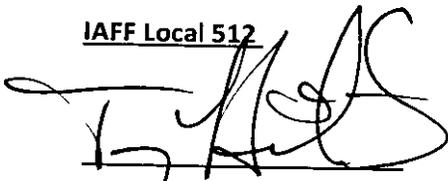
Hopefully, this plan will eliminate any financial hardship suffered by an employee as a result of an occupational illness or injury. Please contact the WC Coordinator with any questions you may have or to obtain a copy of written guidelines pertaining to qualification of receipt of injury leave benefits.

I elect to receive direct payments: I elect to receive compensation from the Bureau of Workers' Compensation. Employee's signature and Date.

-End-

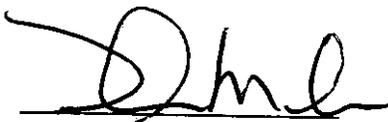
Agreed and Signed this 27th day of February, 2012.

IAFF Local 512



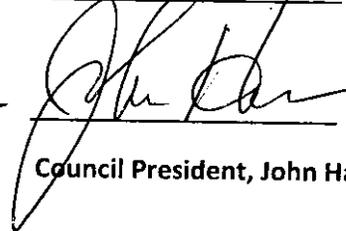
Tony Hamilton

For the City of Portsmouth



Mayor David A. Malone

City Council Ratification



Council President, John Haas



CITY OF PORTSMOUTH

Office Of The Mayor

728 SECOND STREET
PORTSMOUTH, OHIO 45662

TELEPHONE: 740-354-8807
FAX: 740-354-8809

DAVID A. MALONE
MAYOR

March 6, 2012

SERB

65 East State Street

Columbus, OH 43215

Re: City of Portsmouth and IAFF Local 512

Ratified Contract : 11-MED-08-1087

Dear Tammy;

Enclosed is our ratified contract with the IAFF Local 512. If we need to furnish anything further, please give me a call.

Thanks for your assistance.


City of Portsmouth

Juanita Jewett, for Mayor David A. Malone

STATE EMPLOYMENT
RELATIONS BOARD
2012 MAR -9 P 1:49