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STATE EMPLOYMENT  
RELATIONS BOARD

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**OFFICE OF THE AUDITOR  
CITY OF PORTSMOUTH, OHIO**

**M. TRENT WILLIAMS, AUDITOR**



**COLLECTIVE BARGAINING  
AGREEMENT BETWEEN**

**THE PORTSMOUTH CITY AUDITOR**

**AND**

**LOCAL 1039C AND OHIO COUNCIL 8 OF THE  
AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO**

**EFFECTIVE JANUARY 1, 2012  
THRU DECEMBER 31, 2014**

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## PREAMBLE/PURPOSE

This Collective Bargaining Agreement is entered into by and between the Portsmouth City Auditor hereinafter referred to as the "Employer" and Local 1039C and Ohio Council 8 of the American Federation of State, County and Municipal Employees, (AFSCME), AFL-CIO, hereinafter referred to as the "Union", and has, as its purpose, the establishment of wages, hours and other terms and conditions of employment for all employees in the bargaining unit of the Agreement.

## ARTICLE 1

### RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees included within the bargaining unit described in the State Employment Relations Board's Order of July 22, 1999, in Case 99-REP-06-0146, and is described as follows:

Included: All employees of the City of Portsmouth employed in the Auditor's Office, including the following positions: Finance Clerk I, Finance Clerk II, Deputy Tax Commissioner, Tax Commissioner and Deputy Auditor.

Excluded: All professional employees, guards and supervisors as defined in the Act, including City Auditor

## ARTICLE 2

### DUES CHECK-OFF AND UNION SECURITY

SECTION 1. The Employer agrees to deduct Union dues and fees, in the amounts authorized by the Union, from the pay of all bargaining unit employees who have completed their probationary period. Employees authorizing dues deduction shall submit an individual written authorization card bearing their signature. Deductions shall be made in equal amounts, twice monthly. The total amount of dues and fees, together with a separate alphabetical list of the names of employees for whom dues are deducted and from whom fees are deducted, shall be transmitted to the Ohio Council 8, Controller, 6800 North High Street, Worthington, Ohio 43085-2512 no later than the tenth (10th) day following the end of the pay period in which the deduction is made. A copy of the alphabetical lists of names shall also be transmitted to the Ohio Council 8 Athens Regional Office.

SECTION 2. All bargaining unit employees who are members of the Union on the effective date of this Agreement and all present and future employees who become members of the Union, by submitting a signed dues deduction authorization to the Employer, shall continue to pay dues to the Union for the term of this Agreement or the fair share fee.

SECTION 3. FAIR SHARE FEE. Effective on the date of this Agreement, all employees in the bargaining unit who 120 working days from date of hire are not members in good standing of the Union, shall pay a fair share fee to the Union as a condition of employment.

All employees hired prior to or after the effective date of this Agreement, who do not become members in good standing of the Union shall pay a fair share fee to the

Union effective 120 working days from the employee's date of hire as a condition of employment.

The fair share fee amount shall be certified to the Employer by the Treasurer of the Local Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

SECTION 4. The Union agrees that it will indemnify and save the Employer harmless from any action commenced by an employee against the Employer arising as a result of the deductions made under this Article.

SECTION 5. The Employer will provide the Local Union and the Ohio Council 8 Athens Regional Office a list of the names and addresses of all bargaining unit employees effective thirty (30) days after the execution of this Agreement and every six (6) months thereafter.

## ARTICLE 3

### MANAGEMENT RIGHTS

SECTION 1. The Employer retains all rights not specifically modified by the terms and conditions of this Agreement including, but not limited to, the right to:

Direct, supervise, hire, promote, suspend, discipline, discharge, transfer, assign, schedule and retain employees; relieve employees from duties; and to determine the number of personnel needed in any agency or department, or to perform any function; determine services to be rendered, operations to be performed; utilization of technology, and overall budgetary matters; to purchase equipment, materials or services; determine the appropriate job classification and personnel by which government operations are to be conducted; determine the

overall mission of the unit of government; maintain and improve the efficiency and effectiveness of the government operations; make reasonable rules to regulate the work force; take any necessary actions to carry out the mission of the agency in situations of emergency; and take whatever other actions may be necessary to carry out the wishes of the public not otherwise specified above or by collective agreement.

## ARTICLE 4

### NON-DISCRIMINATION

The Employer and the Union agree not to discriminate because of race, creed, sex, age, color, disability, national origin, political belief or veteran status.

The Employer and the Union agree not to discriminate or take any reprisal action against any employee for participation or non-participation in or affiliation or non-affiliation with the Union or because of any lawful activity on behalf of the Union.

## ARTICLE 5

### UNION REPRESENTATION

SECTION 1. Non-employee representatives of the Union shall have reasonable access to the premises of the City for purposes of conducting Union business, i.e., attending labor/management meetings, grievance hearings and for enforcement of the Collective Bargaining Agreement. They shall immediately report their presence at any work site to the Employer.

SECTION 2. The Employer agrees to recognize the Chairperson and Vice-Chair of Local 1039C as stewards for the purpose of conducting Union business pursuant to this Article, who shall be permitted to conduct Union business during work times without loss of pay up to two (2) hours per grievance not to exceed a total of four (4) hours per week, provided such Union officials report the beginning and completion of Union business to their Employer and designate the reason or grievance being pursued. The Union agrees that such business shall be held to a minimum as not to interfere with the normal operation of City services.

SECTION 3. Grievants and Union Representatives necessary to the proper processing of grievances shall be permitted to process grievances and attend grievance hearings, within the time allowed per week according to Section 2.

SECTION 4. The Employer agrees to provide a bulletin board where employees work, for use by the Union in posting notices and information to the Union membership.

SECTION 5. The Employer agrees to recognize a Union negotiating committee for purposes of negotiating successor collective bargaining agreements. The Union negotiating committee will be limited to two (2) employees and no more than two (2) representatives of Ohio Council 8 and/or the International Union. Negotiation meetings will be held during work hours. The Employer will continue the straight-time pay during regularly scheduled working hours for employees designated by the Union for the time they attend negotiating meetings. All members of the negotiating committee will be considered on day shift on days they attend negotiating meetings.

Any alleged abuse of the Union business prescribed by this Article shall be a proper subject of the monthly labor/management meetings. The Union agrees to take whatever action necessary to correct proven abuses of Union business.

## ARTICLE 6

### GRIEVANCE PROCEDURE

PREAMBLE. It is the policy of the Employer to deal fairly and promptly on all grievances brought to its attention by bargaining unit employees. It is the right of every employee in the bargaining unit to use the prescribed grievance procedure without fear of reprisal.

SECTION 1. PRESENTING A GRIEVANCE. A grievance under the terms of this Agreement is defined as a dispute or difference between the Employer and the Union or between the Employer and an employee or employees concerning the interpretation and/or application of and/or compliance with any provision of this Agreement, including any and all disciplinary actions; and when such grievances arise, the following procedure shall be observed:

STEP 1: Within five (5) calendar days of the occurrence of the grievance the grievant and the Chairperson or Vice-Chair shall reduce the grievance to writing and submit to the Auditor or his designated representative. The grievance shall be discussed at a meeting consisting of the grievant, the Local Chairperson or Vice Chair and/or a Union Staff Representative and no more than three (3) representatives of the Employer. The meeting will be held within five (5) calendar days from the date the grievance was received by the Employer. A decision will be given in writing by the Auditor or his designated representative within seven (7) calendar days of the meeting.

STEP 2: MEDIATION.

1. The selection procedure of the Mediator shall be in accordance with the procedure outlined in Step 3 of this Agreement, or from

assignment of a Federation Mediation and Conciliation Service (FMCS) Mediator and FMCS guidelines.

2. The conduct of the Step 2: Mediation hearing shall be in accordance with Step 3: Arbitration and the list below.
3. The Mediator shall make his decision in conformity with this Agreement and shall not modify or change this Agreement and shall render a decision in writing or in accordance with FMCS rules within three (3) working days from the close of the hearing. The acceptance or rejection of the Mediator's decision is voluntary for both parties. Accordingly, under step three of the grievance procedure, the parties shall use the mediation approach and procedure for resolving grievances of a non-precedent nature or a suspension of four (4) days or less.
  - A. When either party chooses the Step 2 alternative, the parties and the designated Mediator (arbitrator) will select a mutually agreeable date for holding the mediation. If a mutually agreeable date cannot be selected, the Mediator will select the date and both parties will abide by this selection. This same procedure shall apply to selecting a time and location for holding the mediation.
  - B. The Mediation hearing will be conducted in accordance with the following:
    1. The hearing shall be informal. No hearing shall last longer than eight (8) hours in a twenty-four (24) hour period.
    2. No briefs shall be filed or transcripts made. The mediator will set break and meal periods and time limits.
    3. There shall be no formal rules or evidence.
    4. Each party's case must be presented by a representative of their choice.
    5. The Mediator (arbitrator) shall attempt to mediate the grievance after the facts presented by both parties.

6. If the parties cannot agree on any resolution, the mediator (arbitrator) will file his recommendations with the parties as to the grievance in question.
  - a. The Mediator has three (3) days (seventy-two hours) to file his decision after the conclusion of the hearing (excluding Saturdays, Sundays, or holidays).
  - b. The Mediator's recommendations shall be based on facts developed by the parties that were submitted at the hearing.
  - c. The Mediator's recommendations shall not exceed two (2) typed pages.
  - d. The authority of the Mediator shall be the same as outlined in the grievance procedure for an arbitrator.
  - e. The Mediator shall file the recommendations with both parties.
  
- C. Any recommendations of the Mediator in this procedure shall not be used as a precedent in any other grievance or hearing, except the grievance for which the Mediator has issued his recommendations.
  
- D. The parties may agree to present more than one grievance to the Mediator for his recommendations. Each party will submit to the Mediator a copy of the grievance and any information that has been submitted as part of the grievance record prior to the hearing. The Mediator will be provided a copy of the collective bargaining agreement.
  
- E. The parties will split the cost of the Mediator and hearing room. All other costs will be borne by the party incurring the costs.

**STEP 3: ARBITRATION.** In the event the Step 1 meeting and response or Step 2: Mediation is unable to resolve the grievance, it may be appealed by the Union to arbitration, within thirty (30) calendar days following the Step 1 decision, or Mediation by submitting a letter of demand for arbitration to the Employer and simultaneously requesting a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS) to be mailed to the Employer and the Union for selection of one (1) arbitrator to hear the case. The selection of Arbitrator shall be in accordance with the rules of the FMCS.

The arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement. The decision of the arbitrator will be final and binding upon the Employer, the Union and the grievant(s).

Arbitration fees and arbitrator fees and expenses shall be borne equally by the Union and the Employer. Case presentation and representation costs and any transcripts of the hearing shall be borne by each party incurring such expense.

Employee witnesses, grievants and Union officials shall not lose straight-time pay for attendance at arbitration hearings.

SECTION 2. Any time limit set forth in this grievance procedure may be extended only by mutual agreement.

SECTION 3. A grievance may be withdrawn by the Union without prejudice at any time prior to the opening of an arbitration hearing. Any remaining arbitration fees and costs after withdrawal shall be borne equally by the Union and the Employer.

## ARTICLE 7

### PROBATIONARY PERIOD

The probationary period of all newly hired employees shall be one hundred twenty (120) working days. A probationary employee shall have no seniority rights until completion of the probationary period, at which time the employee will be credited with seniority from the original date of hire.

During or at the end of the probationary period, the Employer shall have the right to terminate the probationary employee and such termination shall not be subject to appeal through the Grievance Procedure of this Agreement.

## ARTICLE 8

### SENIORITY

SECTION 1. Seniority is the right of an employee to continue in the employ of the Employer and to exercise rights established by the terms and conditions of this Agreement. One type of seniority is established under this Agreement as follows:

“Bargaining Unit Seniority” is the employee’s total length of continuous service with the Employer from his most recent date of hire into the bargaining unit.

SECTION 2. An employee’s seniority shall terminate:

1. If the employee quits.
2. If the employee retires.
3. If an employee is discharged and not reinstated.

4. If the employee is laid off for a period of more than his/her length of service.

SECTION 3. The Employer will provide the Union with two (2) copies of a seniority list within fourteen (14) calendar days after the effective date of this Agreement and every three (3) months thereafter, showing the seniority of each employee in the bargaining unit by bargaining unit seniority. Any employee shall have ten (10) working days after the list is prepared and posted in the department to protest his position on that list. If no challenge is received, the list shall be deemed accurate for the remainder of the posting period.

SECTION 4. The Employer will provide the Local Union and the Ohio Council 8 Athens Regional Office with a list of new hires, terminations, promotions, transfers, leaves of absence, and retirements. The list will include the name of the employee and the date of the action.

SECTION 5. Whenever seniority is applicable to any terms and conditions contained in this Collective Bargaining Agreement and two or more employees are tied in applicable seniority, the following listed seniority rights shall prevail:

If two or more employees have the same bargaining unit seniority, the City Auditor's discretion will determine the most senior.

## ARTICLE 9

### JOB POSTING/BIDDING AND TRANSFER PROCEDURE

SECTION 1. VACANCY. A vacancy is defined as an opening in a particular classification where the Employer has created a new classification or has increased the number of jobs in an existing classification, or where an opening occurs in a classification as the result of a promotion, retirement, transfer, quit, discharge or

other termination of employment. Whenever a vacancy to be filled exists, the position shall be posted within five (5) days after the occurrence, which caused the vacancy and filled within fifteen (15) days after the last day of bidding.

SECTION 2. Whenever a vacancy exists, the Employer shall post at all work locations and deliver to the Union Chairperson, a notice of vacancy which shall include the classification, location of the job, shift, hours of work, wage rate, brief description of duties and qualifications. Vacancies will be posted for a period of seven (7) calendar days. Employees must apply for vacancies within three (3) days after the last date of posting. Employees on vacation during the posting period shall have three (3) days upon return to apply for the vacancy.

Vacancies will be awarded to an employee applicant in the following criteria as follows:

1. To an employee applicant who possesses the qualifications for the position and has the greatest bargaining unit seniority.

SECTION 3. The Employer will make every effort to promote senior employees. An employee who is awarded a promotional vacancy will be given a sixty (60) calendar day trial period and adequate supervision and training to enable the employee to qualify for the position on a permanent basis. If the employee fails to satisfactorily perform the duties of the position, he shall be returned to his former position and pay rate any time prior to the sixty-first (61st) calendar day in the position; and the vacant position will then be re-posted for bid.

SECTION 4. TEMPORARY TRANSFERS.

- A. The Employer shall have the right to temporarily transfer employees to other work locations and classification positions only to fill in for absent employees

due to their illness, vacation or other leaves of absence or to temporarily fill a vacancy pending permanent filling of that position.

- B. Such temporary transfer shall not exceed thirty (30) calendar days.
- C. Employees transferred shall be permitted preference by exercising their seniority for the temporary position. If no senior employee(s) desire the temporary transfer, the least senior employee shall be temporarily transferred.
- D. Employees who transfer to a higher rated classification shall receive the higher rate of pay. Employees who transfer to a lower rated classification shall retain the rate of pay of their regular classification.

## ARTICLE 10

### LAYOFF AND RECALL

SECTION 1. NOTICE OF REDUCTION. The Employer will notify the Union and all affected bargaining unit employees at least thirty (30) calendar days in advance of its intent to reduce the work force, and will, at the time of notice, provide the Union with a current, updated seniority list.

SECTION 2. REDUCTION. Whenever a reduction in the work force or job abolishment occurs the following sequential order of reduction will be implemented:

- 1) All of the Employer's casual, intermittent, temporary, new hire probationary, and part-time employees shall, in that order, be laid off.

- 2) Thereafter, any additional necessary reduction in the work force shall be made in the inverse order of bargaining unit seniority of the remaining employees.

SECTION 3. BUMPING RIGHTS. An employee with bargaining unit seniority who is displaced from his position by a reduction in the work force may exercise his bargaining unit seniority to bump an employee with less bargaining unit seniority in 1) the classification of layoff, 2) any similarly rated classification in the bargaining unit, and 3) any lower rated classification within the bargaining unit for which the bumping employee is qualified to perform the work.

Any employee displaced from his position under procedures set forth in this Article may elect to take a direct layoff rather than exercise his bumping rights. Such election shall be made at the time the layoff occurs and shall be final.

Employees shall exercise bumping rights within fourteen (14) calendar days after receipt of a required displacement notice. Failure to exercise bumping rights within this period will cause forfeiture of any employee's bumping rights.

SECTION 4. RECALL RIGHTS. Employees displaced from their position through a reduction in work force shall be recalled or returned to vacancies which 1) thereafter occur in their classification, or 2) thereafter occur in other similarly or lower rated classifications within the Employer's bargaining unit work force for which the recalled employee is qualified to perform the work, in order of their bargaining unit seniority (most senior recalled first).

Such vacancies in the classification or other lower or similarly rated classifications shall not be posted and filled from within, nor shall the Employer hire from the outside until such time as all qualified employees have exhausted their recall rights.

Employees shall retain recall rights for a period of his/her length of service from their effective date of displacement.

SECTION 5. RETENTION. Employees who exercise bumping rights within classification or to similarly rated classifications will retain their rate of pay and wage step. Employees who bump into a lower rated classification will be paid at the same wage step level of the classification into which he bumps as he held in his former classification.

SECTION 6. RECALL NOTICE. Written notice of recall from layoff shall be sent to the employee's last known address by the Employer, by certified mail, return receipt requested. Failure of an employee to contact the Employer within fourteen (14) calendar days after receipt of recall notice shall constitute a forfeiture of an employee's right to recall.

SECTION 7. REDUCTION SEVERANCE PAY. Employees displaced by a work force reduction shall be entitled, on their last date of employment, to all wages and other pay provided by this Agreement, which are due to such employees.

## ARTICLE 11

### HOURS OF WORK AND OVERTIME

SECTION 1. The Employer shall comply with the Fair Labor Standards Act (FLSA) for calculation and payment of overtime.

- A. A minimum of eight (8) hours per day and forty (40) hours per week as regularly assigned shall constitute a regular workday or workweek. The normal assigned work schedule of a full-time bargaining unit member shall consist of a minimum of four (4) days with a minimum of two (2) consecutive days off.

- B. Any employee who is required to work beyond or prior to his regular schedule shall be compensated at the rate of time and one-half (1 ½) his regular rate of pay for all hours of work performed over his regular forty (40) hour work week. Payment of overtime rates shall not be duplicated for the same hours worked. This provision shall not apply to employees who are not regularly scheduled to work forty (40) hours per week.
- C. The determination of the starting time of the daily and weekly work schedule shall be made by the Employer. Whenever there is a change in work schedules, the change will be posted.
- D. The administration shall not make indiscriminate changes in the regular work schedules for the purpose of circumventing the payment of premium rates of pay.
- E. Overtime rate means one and one-half (1 ½) times the bargaining unit member's regular rate of pay, and shall be paid to all permanent employees after they have worked forty (40) hours per week.

SECTION 2. Employees may accumulate compensatory time in lieu of overtime payment if they so choose. Compensatory hours will be figured at one and one-half (1 ½) hours for each overtime hour worked. Compensatory accumulation shall not exceed eighty (80) hours. Time accumulated shall be taken by the employee by December 31st of each year or the employee shall receive payment for all hours accumulated. Request for payment shall be submitted to the Auditor thirty (30) days prior to when they request payment. The City will pay the compensatory time requested within thirty (30) days of the request or at the next closest payroll.

SECTION 3. Overtime will be paid at the overtime rate for all hours worked that exceed forty (40) hours of work in a week.

# ARTICLE 12

## DISCIPLINE

SECTION 1. All disciplinary action shall be for just cause.

SECTION 2. Verbal reprimands will be removed from employees' personnel files twelve (12) months after the effective date of the reprimand providing there is no intervening written notice of disciplinary action during the twelve (12) month period.

Written reprimands will be removed from employees' personnel files eighteen (18) months after the effective date of the reprimand providing there is no intervening written notice of disciplinary action during the eighteen (18) month period.

SECTION 3. Suspensions will be removed from an employee's personnel file thirty-six (36) months following the date of the suspension providing there is not intervening written notice of disciplinary action during the thirty-six (36) month period.

SECTION 4. In imposing discipline on a current charge, the Employer shall not take into account any reprimands or suspensions which would have been removed by the procedure of Section 2 and 3 herein.

SECTION 5. An employee shall be given a copy of any written warning, reprimand, or other disciplinary action entered on his personnel record. The Chapter Chairperson shall receive a copy of any suspension and/or discharge notice.

SECTION 6. Any employee who has been disciplined by suspension or discharge will be given a written statement describing the reason or reasons for which he has been suspended or discharged. In the case of suspension, he will be advised of the

duration of the suspension. In the case of reprimand, suspension, or discharge, the Chapter Chairperson and the disciplined employee will be present at a required hearing before the Employer's Administrative Head, or person issuing any discipline to an employee.

SECTION 7. Any suspension shall be for a specific number of consecutive days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as workdays for the purpose of suspension only.

## ARTICLE 13

### LABOR-MANAGEMENT MEETINGS

Labor-Management (L/M) meetings for important matters will be arranged between the Chapter Chairperson and the Employer upon request of either party. Such meeting shall be between not more than three (3) representatives of the Employer and no more than three (3) representatives of the Union. Arrangements for such L/M meetings shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the meeting is requested. Matters taken up in L/M meetings shall be confined to those included in the agenda. The members of the Union shall not lose straight-time pay for time spent in such L/M meetings. This meeting may be attended by a representative of the Council and/or representative of the International Union.

## ARTICLE 14

### REST PERIODS

Each employee in the bargaining unit shall be permitted two (2) fifteen (15) minute rest periods for each work shift.

## ARTICLE 15

### HEALTH AND SAFETY

The Employer agrees to maintain all buildings, facilities, vehicles and equipment owned by the Employer in a safe and healthful manner.

## ARTICLE 16

### CONTRACTING OUT

The Employer shall have the right to contract out work provided that no bargaining unit employee is laid off, reduced in pay or demoted as a result of contracting out. The Employer agrees to meet and bargain with the Union prior to said contracting out so as to allow the Union to determine if the bargaining unit can meet the specifications of such contract.

## ARTICLE 17

### SICK LEAVE

SECTION 1. Each employee shall accumulate sick leave with pay at the rate of ten (10) hours per month of service. Sick leave shall accumulate without limit for all

regular, full-time employees. Employees do not accumulate sick leave when on unpaid leaves of absence.

SECTION 2. Employees may use sick leave for personal illness or injury, medical, or maternity related conditions, and continuing treatment for an illness or injury, quarantine for a contagious disease or for the illness or injury of a member of the immediate family. Immediate family shall be defined as follows: spouse, mother, mother-in-law, stepmother, father, father-in-law, stepfather, other standing in place of a parent, son, daughter, step-children, brother, sister, niece, nephew, brother-in-law, sister-in-law, grandchildren, grandparents, grandparent-in-law, son-in-law, daughter-in-law, aunt, uncle or any other relative living in the employee's immediate household.

## ARTICLE 18

### HOLIDAYS

SECTION 1. Bargaining unit employees shall be entitled to the following paid holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving
- Day after Thanksgiving
- Day before Christmas
- Christmas

SECTION 2. Should any of the recognized holidays fall on a Sunday, the following Monday shall be observed as the holiday. Should any of the recognized holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. Eligibility for holiday pay shall be based on the date specifically observed as the holiday.

SECTION 3. Employees shall be eligible for eight (8) hours of pay for each holiday regardless of work shift and work schedule.

SECTION 4. All employees shall be scheduled off on all days observed as a holiday except those scheduled for vital service work as determined by the Employer. At least fourteen (14) calendar days advance notice shall be given by the Auditor to employees who are required to work on a holiday to maintain the vital services of the Employer.

SECTION 5. All employees who work on a day observed as a holiday shall receive eight (8) hours holiday pay, and in addition, shall be paid at the rate of one and one-half (1 ½) times their regular hourly rate of pay for all hours worked on the holiday.

SECTION 6. If a holiday occurs during a period of paid sick leave or vacation leave, the employee will draw holiday pay and will not be charged for sick leave or vacation. When a holiday falls within an employee's vacation period, the employee will be entitled to another day off with pay as a holiday.

SECTION 7. An employee forfeits his holiday pay when any of the following occur:

1. He is off without pay at any time during the week of the holiday;
2. He is absent without pay or without proper authorization on either the workday immediately preceding or the workday immediately following the holiday;

3. He is absent without pay or without proper authorization on the holiday in which he is scheduled to work.

## ARTICLE 19

### VACATION LEAVE

SECTION 1. Employees shall receive vacation with pay in accordance with the following:

<u>Completed Years of Service</u>	<u>Vacation Leave</u>
One (1) year (12 calendar months)	Fifteen (15) Days (120 Hours)
Five (5) years	Twenty (20) Days (160 Hours)
Ten (10) years	Twenty-Five (25) Days (200 Hours)
Fifteen (15) years	Thirty (30) Days (240 Hours)

SECTION 2. Vacation leave may be taken by an employee in any amount of hours or minimums of one-half ( $\frac{1}{2}$ ) hour within the limits of Section 1 above during any time in a calendar year. If two (2) or more employees desire the same vacation period and operational needs of the Employer preclude the granting of vacation to more than one employee, the employee with the greatest bargaining unit seniority will be granted his vacation preference. Employees shall be permitted to carry over their accumulated vacation up to one (1) year.

SECTION 3. Employees must notify their immediate supervisor of their vacation preference prior to taking vacation. Two weeks notice shall be given for vacation request of five (5) days or more.

SECTION 4. Upon any separation of employment, employees shall be entitled to compensation at his current rate of pay for all accrued and unused vacation leave to his credit at the time of separation.

SECTION 5. Vacation pay shall be paid in advance to those employees taking a vacation of two (2) weeks or more, and who request such pay at least three (3) weeks in advance of the vacation.

SECTION 6. Vacation is granted to employees in accordance with the schedule outlined in Section 1 for time worked. An employee who requests and receives approval for a leave of absence without pay shall not be credited with vacation time earned for any period of time off without pay. Vacation time earned for a particular year of service shall be prorated to reflect the employee's actual time worked, excluding any leave of absence without pay granted to the employee during that year.

SECTION 7. Vacation time earned by an individual employee as of his anniversary date during a particular year will be posted in accordance with the scheduled in Section 1 on or about the first of January during that 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.

## ARTICLE 20

### INSURANCE

SECTION 1. The City shall make available to bargaining unit members and their eligible dependents substantially similar group health hospitalization, surgical, and major medical insurance coverage and benefits, excluding life insurance, 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 portion of the health insurance premium costs during the term of this contract. Eligible members enrolled with a family plan shall contribute two hundred (\$200.00) dollars per month and eighty (\$80.00) for a single plan toward the premium costs. Such monthly contributions will be payroll deducted and split equally from each employee's semi-monthly payroll check.

SECTION 2. The City reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remain 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 out-patient elective surgery for certain designated surgical procedures.

SECTION 3. The failure of any insurance carrier(s) or plan administrators 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.

SECTION 4. Any change in benefits or coverage as a result of a change in insurance carriers 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.

## ARTICLE 21

### AFSCME CARE PLAN

SECTION 1. Effective on the date of this Agreement, the Employer shall contribute \$74.00 per month per each full-time bargaining unit employee who has completed his/her new hire probationary period, to the Ohio AFSCME Care Plan. However, this amount will increase to the amount approved for AFSCME 1039, if any increase is approved, from the time approved for the duration of this contract. The coverage shall be for eye care, drug prescription, life insurance and dental.

## ARTICLE 22

### WAGES

SECTION 1. WAGES. Wage rates shall be set forth in Appendix A.

SECTION 2. The Employer agrees to continue to pick up the employee's OPERS contribution of ten percent (10%).

SECTION 3. Newly hired employees shall be paid in accordance with the following schedule:

Entry	75%
6 months	85%
1 year	100%

Hourly wage rates will be computed on the base rate of the classification the employee is holding.

SECTION 4. Employees shall receive their entitled payroll on the fifth and twentieth day of each month, as is current practice.

SECTION 5. It is agreed that pay stubs shall continue to list all deductions as is being made, i.e., taxes withheld, union dues, additional insurance, sick leave earned, sick leave used and balance of same.

## ARTICLE 23

### LONGEVITY PAY

SECTION 1. LONGEVITY PAY SUPPLEMENT. All bargaining unit employees who have completed the years of service by October 31 of each year shall receive a longevity pay supplement as follows:

<u>Years of Completed Service</u>	<u>Yearly Supplement Amount</u>
5 years	\$300.00
10 years	\$420.00
15 years	\$480.00
20 years	\$545.00
25 years	\$605.00

These amounts to increase to the amounts approved for AFSCME 1039, if any increase is approved, from the time approved for the duration of this contract. Payable on or about December 1st each year, any bargaining unit member who retires before December 1 will receive a prorated supplement payment based upon the nearest whole month of completed service for that year.

## ARTICLE 24

### LEAVES OF ABSENCE

SECTION 1. MEDICAL LEAVE. Any employee who has completed his probationary period and who has exhausted his accumulated sick leave shall be granted a leave of absence for illness for a period not to exceed twelve (12) weeks. If requested, the employee shall furnish satisfactory medical proof of said illness. The Employer will continue the insurance coverage for the period of such leave.

A disability leave shall be granted if disabling illness continues beyond the leave of absence. In such event, the certificate of the employee's physician shall satisfy medical proof requirement of said disability. A certificate of the employee's physician stating the disability no longer exists and that the employee is fit to return to his former classification shall be required before the employee returns to work, concluding the disability leave.

#### SECTION 2.

- A. UNION LEAVE. The Union may request a leave of absence not to exceed five (5) days for not more than two (2) employees during any one calendar year. Said leave shall be granted for those employees selected by the Union to attend seminars or conventions conducted by the Union.
  
- B. An employee with one (1) year of service who accepts a full time assignment with the International Union or the Council, by election, appointment or hire, shall be granted a leave of absence not to exceed one (1) year for said assignment. Upon application in writing, said leave shall be extended for an equal period of time.

**SECTION 3. MILITARY LEAVE.** The Employer will continue to comply with all appropriate state or federal statutes and regulations relating to the employment rights of employees on military leave.

**SECTION 4. FUNERAL LEAVE.** Employees shall be entitled to three (3) days funeral leave with pay, not chargeable to sick leave, for death in the employee's or his spouse's immediate family when the interment of the deceased is within 200 miles of Portsmouth, Ohio and five (5) days paid funeral leave when the interment is farther than 200 miles from Portsmouth, Ohio.

In the event of a death of a relative of the employee or his spouse other than immediate family, the employee shall receive one (1) day of paid funeral leave.

Immediate family shall for funeral leave purpose shall consist of spouse, mother, mother-in-law, step-mother, father, father-in-law, step-father, other standing in place of a parent, son, daughter, step-children, brother, sister, niece, nephew, grandchildren, grandparents, grandparents-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle or any other person living in the employee's immediate household.

Funeral leave must be taken on consecutive workdays, one (1) of which must be the date of the funeral or memorial service, or the burial, which the employee must attend.

**SECTION 5. MATERNITY LEAVE.** An employee shall be entitled to an unpaid leave of absence for maternity purposes. The employee should make application for such leave at least four (4) months before the anticipated delivery as indicated by the certificate of the physician. The maternity leave shall be for not more than twelve (12) weeks, as specified in the Family and Medical Leave Act. The leave shall commence as recommended by certificate of the employee's physician. Upon

returning, the employee shall be returned to their former job classification. Upon returning to work, the employee must present a certificate from her physician that she is able to return to work. The Employer will continue the insurance coverage for the period of such leave. Employees who are pregnant may continue to work.

SECTION 6. All leaves specified in this Article shall be without pay, except as provided herein, and without loss of seniority.

SECTION 7. The Employer reserves the right to have an employee examined by a physician chosen by the Employer before permitting an employee to return to work or to continue working after an extended illness, injury or disability. If the employee's physician and the Employer's physician do not agree on whether the employee is able to work, the opinion of a specialist who is mutually agreeable to the Union and the Employer may be sought. If the parties cannot agree on a third physician, the employee's physician and the Employer's chosen physician will be asked to seek a consulting specialist's opinion. If two physicians state the employee is able to return to work the employee shall be immediately returned to work.

Whenever the Employer requires an employee to be examined by a physician, the costs of the physician services will be borne by the Employer and employees shall not be charged with sick leave or vacation leave and shall not lose pay for the time necessary for the physician appointment.

SECTION 8. JURY DUTY LEAVE. Employees shall receive full pay for regular work hours lost for any court or jury duty by the United States or Ohio courts. Any fees received for such duty shall be remitted to the Employer unless such duty is performed outside normal working hours.

SECTION 9. The City Auditor recognizes that members of the Bargaining Unit have rights under the Family Medical Leave Act of 1993 as defined by that Act.

## ARTICLE 25

### RETIREMENT BENEFITS

SECTION 1. Employees who retire into an approved retirement plan shall receive a lump sum payment, which is based upon the following schedule:

1. 33-1/3% payment credit for all unused sick leave; and
2. 100% payment credit for all unused vacation leave earned; and
3. 100% payment credit for all unused compensatory time earned.

SECTION 2. Employees who retire into an approved retirement plan shall receive a lump sum payment, which reflects the following rate of calculation formula:

1. The hourly rate shall be determined by the employee's hourly rate as contained in Appendix A wage rates.

SECTION 3. The rate identified under Section 2, shall then be multiplied by the number of hours identified under Section 1. The resulting total represents the lump sum retirement payment.

SECTION 4. In the event of the death of any employee during the employee's period of employment, a death benefit lump sum shall be paid to the employee's beneficiary in accordance with the formula and rate established in this Article as a retirement benefit.

## ARTICLE 26

### RESIDENCY

All bargaining unit members are required as a condition of their continued employment with the City, to have their place of abode in Scioto County and to be bona fide residents of Scioto County for the life of their employment with the City.

## ARTICLE 27

### INTEGRITY OF AGREEMENT

The Employer and the Union agree that the terms and provisions contained in this written Agreement constitute the entire agreement between the parties and supersede all previous communication, understandings or memorandums of understanding pertaining to any matter set forth in this Agreement. The Employer and the Union agree, that during the negotiations which preceded this Agreement, each party had the unlimited right to make any demands or proposals and to bargain about each and every proposal made. The parties further agree that during the term of this Agreement, each voluntarily and unqualifiedly agrees to waive its right to bargain with respect to any matter whatsoever whether or not such matter is contained in this Agreement.

## ARTICLE 28

### NO STRIKE/NO LOCK-OUT

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 limited to, any strike, work stoppage, slowdown, picketing, work

speed-up, or other cessation of the full and faithful performance of duties for any purpose whatsoever. In the event of any such concerted activity, Union officers and representatives will continue to carry out their duties as employees and will take positive action to bring the activity to an end.

The Employer agrees that it will not lock-out any employee during the term of this Agreement.

For the purpose of this Agreement, the meaning of the term "job action" shall include but not be limited to any interruption of operations by employees; absence from work upon any pretext or excuse which is not founded in fact; or interruption of the operations of the City by the Union or its members. The parties to this Agreement shall do nothing to provoke a job action.

## ARTICLE 29

### SAVINGS CLAUSE

If any provision of this Agreement is found to be unlawful by any court of law, that provision will be automatically terminated, but all other provisions of the Agreement will continue in full force and effect. The parties agree to immediately re-open negotiations for the purpose of negotiating lawful alternative language for any provision found to be unlawful.

## ARTICLE 30

### DURATION OF AGREEMENT

SECTION 1. This Agreement shall continue in full force and effect for a period of three (3) years beginning January 1, 2012, to midnight December 31, 2014.

SECTION 2. Should either party desire to modify or terminate this Agreement on December 31, 2014, such party shall give written notice of its desire to modify or terminate at least ninety (90) calendar days prior to such date. If neither party gives notice of its intent to modify or terminate this Agreement as provided above, this Agreement shall continue in full force and effect from year to year after December 31, 2014, subject to modification or termination by either party by written notice at least ninety (90) calendar days prior to December 31, of any subsequent year.

## SIGNATURE PAGE

IN WITNESS WHEREOF, the Employer and the Union have duly executed this AGREEMENT on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

FOR THE EMPLOYER:

FOR THE UNION:

\_\_\_\_\_  
M. Trent Williams, CPFA, City Auditor  
City of Portsmouth

\_\_\_\_\_  
Barbara Doyle, Chapter Chairperson  
AFSCME Local #1039-C

\_\_\_\_\_  
J. Richard Saddler II, Acting President  
Portsmouth City Council

\_\_\_\_\_  
Constance J. Snipes, Vice-Chair  
AFSCME Local #1039-C

\_\_\_\_\_  
Kevin W. Johnson  
Portsmouth City Council

\_\_\_\_\_  
Sandra Shonborn, State Representative  
AFSCME Ohio Council 8

\_\_\_\_\_  
Nicholas R. Basham  
Portsmouth City Council

\_\_\_\_\_  
James D. Kalb  
Portsmouth City Council

\_\_\_\_\_  
Gene Meadows  
Portsmouth City Council

\_\_\_\_\_  
Steven A. Sturgill  
Portsmouth City Council

# APPENDIX A

## CLASSIFICATION/WAGE RATES

CLASSIFICATION	Current Rate	WAGE RATE EFFECTIVE		
		01/01/12	01/01/13	01/01/14
Deputy Auditor	\$20.50	\$20.50	\$20.50	\$20.50
Finance Clerk II	\$16.65	\$16.65	\$16.65	\$16.65
Finance Clerk I	\$15.58	\$15.58	\$15.58	\$15.58
Tax Commissioner	\$19.98	\$19.98	\$19.98	\$19.98
Deputy Tax Commissioner	\$16.36	\$16.36	\$16.36	\$16.36

## APPENDIX B:

### ALCOHOL AND DRUG TESTING

SECTION 1. Alcoholism or drug abuse or addictions are recognized by the parties as interfering with the Employer's services and as posing a danger to the public's health and safety as well as that of the employees. It is recognized that the Employer and the employees have the right to insist on an alcohol and drug-free environment and to be free from direction by any individual where probable cause exists to believe that individual to be under the influence of alcohol or drugs. The parties agree to cooperate in encouraging employees afflicted with alcoholism or drug addiction to undergo a coordinated rehabilitation program.

SECTION 2. The Employer has the right to random test any bargaining unit member during working hours. The Employer may also order any on-duty employee to undergo a drug or alcohol screening test whenever there is probable cause to believe an employee has used or is under the influence of illicit drugs, alcohol or controlled substances while on the job. The Employer may test any employee after a vehicular accident involving City equipment. An employee may of his own volition, even if he is not ordered to do so, undergo a drug or alcohol-screening test if he is involved in an accident or injury while on the job. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

SECTION 3. All tests will be conducted by certified professional personnel. If the tests are positive, indicating that the employee has used illicit drugs, alcohol or controlled substances, the Employer will have the employee's specimen given a confirmatory test at a different laboratory, if available. A positive result from an alcohol test means a level of impairment as outlined under O.R.C. 4511.19(A). The Employer may suspend the employee without loss of pay before the time the confirmatory test results are complete.

SECTION 4. If the screening test and confirmatory test are positive, the Employer may discipline the employee unless the employee enrolls in a rehabilitation or detoxification program. Such discipline will be in accordance with of this Agreement. An employee who notifies the employer that he is an alcoholic or drug addict may be required to participate in a rehabilitation or detoxification program. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, personal days or compensatory time while he participates in a rehabilitation or detoxification program. If no such leave credits are available, such employee will be placed on a leave of absence without pay for the period of rehabilitation or detoxification program. Upon the completion of such program, if a retest demonstrates that the employee is no longer abusing alcohol or drugs, the employee shall return to his position. Such employee may be subject to periodic random retesting for drugs or alcohol upon his return to his position for a period of one (1) year.

SECTION 5. If the employee refuses to take a screening or confirmatory test or to undergo rehabilitation or detoxification; fails to complete a program of rehabilitation or detoxification; or tests positive at any time within one (1) year after his return to work upon completion of a program of rehabilitation or detoxification; such employee shall be subject to disciplinary action up to and including discharge.

SECTION 6. All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with state and federal law.

SECTION 7. The Employer shall pay for drug/alcohol screening and confirmatory tests as well as for costs of a rehabilitation or detoxification program, which exceeds the amounts paid by insurance.

SECTION 8. The Employer shall use the drug testing procedure in good faith. It shall not be used as a method to harass employees.

SECTION 9. Employees must notify the Employer of any prescription drug use, which may affect his job performance.

SECTION 10. All positions in the City of Portsmouth, Ohio requiring a Commercial Drivers License (CDL) or a safety sensitive position as defined by the Department of Transportation shall be subject to random drug testing per federal regulations.

SECTION 11. All employees shall be subject to drug testing upon reasonable suspicion and for just cause.

SECTION 12. Supervisors of the City shall be trained to recognize symptoms of alcohol and/or drug use.

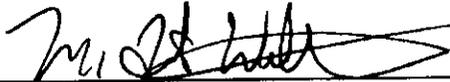
SECTION 13. Employees to be tested following the above guidelines shall be informed of their right to union representation before any test is given.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Employer and the Union have duly executed this AGREEMENT on this 14<sup>th</sup> day of January, 2012.

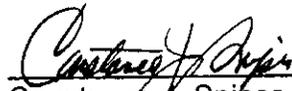
FOR THE EMPLOYER:

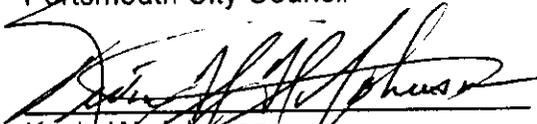
FOR THE UNION:

  
M. Trent Williams, CPFA, City Auditor  
City of Portsmouth

  
Barbara Doyle, Chapter Chairperson  
AFSCME Local #1039-C

  
J. Richard Sadeler II, Acting President  
Portsmouth City Council

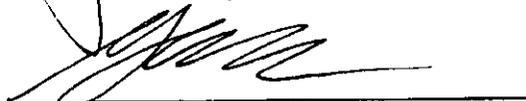
  
Constance J. Snipes, Vice-Chair  
AFSCME Local #1039-C

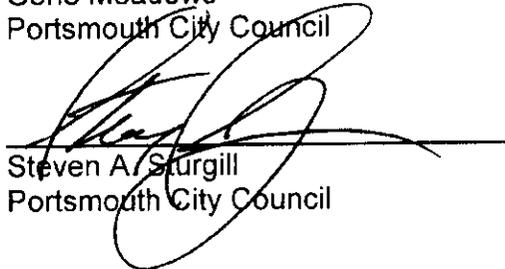
  
Kevin W. Johnson  
Portsmouth City Council

  
Sandra Shonborn, State Representative  
AFSCME Ohio Council 8

  
Nicholas R. Basham  
Portsmouth City Council

  
James D. Kalb  
Portsmouth City Council

  
Gene Meadows  
Portsmouth City Council

  
Steven A. Sturgill  
Portsmouth City Council

ORDINANCE

Year - 2013 Number - 4 -

Ratifying the recently negotiated contract between the Portsmouth City Auditor and the American Federation of State, County and Municipal Employees (AFSCME), Ohio Council 8, AFL-CIO, Local 1039C for the period of January 1, 2012 through December 31, 2014.

Whereas, a majority vote of City Council is necessary to approve and ratify the recently negotiated contract between the Portsmouth City Auditor and the AFSCME Local 1039C. Now, therefore,

BE IT ORDAINED by the City Council of the City of Portsmouth, Ohio:

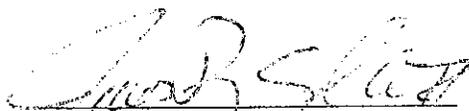
SECTION I. That the recently negotiated contract between the City Auditor and the American Federation of State, County and Municipal Employees (AFSCME), Ohio Council 8, AFL-CIO, Local 1039C for the period of January 1, 2012 through December 31, 2014 is hereby ratified.

SECTION II. This Ordinance directing administrative action as provided for in Section 12 of the Charter of the City of Portsmouth, Ohio shall be in force and effect from and after its passage.

Passed this 14<sup>th</sup> day of January, 2013.

Attest:

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
President of Council