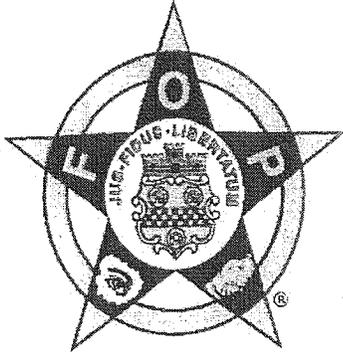




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AGREEMENT BETWEEN
POLICE/FIRE DISPATCHERS
FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL
AND
THE CITY OF PORTSMOUTH, OHIO

January 1, 2012 through December 31, 2014

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ARTICLE 1: INTENT AND PURPOSE

- A. This Agreement is between the City of Portsmouth, State of Ohio (who for the purposes of this Agreement shall be referred to as "Management" or "Employer") and the Police/Fire dispatchers, Fraternal Order of Police/Ohio Labor Council, Inc. (hereinafter referred to as the "Union").
- B. The intent and purpose of Management and the Union in entering into this Agreement is to set forth their agreement on wages, hours of work and other conditions of employment so as to promote orderly and peaceful relations with employees. Achieving the uninterrupted operations of the dispatching of safety and other services will serve the best interest of the citizens of Portsmouth, Ohio.
- C. This Agreement will be the sole recourse available to bargaining unit Members represented by the Union accordingly under Ohio Revised Code Section 4117.10(A). Members of the union will no longer have recourse to Rules and Regulations promulgated by the Ohio Department of Administrative Services, the State Personnel Board of Review and/or the Portsmouth Civil Service Commission.
- D. This Agreement supersedes all other agreements, clauses, practices and memorandums between Management and the Union and, unless made a written part of this Agreement, shall be considered null and void on the effective date of this Agreement.

ARTICLE 2: RECOGNITION

- A. The union is hereby recognized as the sole and exclusive bargaining agent for the following bargaining units:

INCLUDED: All police and fire dispatchers (SERB) Case No. 09-REP-01-0016).

EXCLUDED: All members of the police and fire departments, management level employees, and supervisors as defined in 4117 and all other employees.

ARTICLE 3: MANAGEMENT RIGHTS

- A. The Management of the City of Portsmouth has, as it always had, the exclusive right to manage the business of the City of Portsmouth and to direct the working forces. Management's failure to exercise any of its rights under this Agreement does not indicate that Management is unable to exercise such rights in the future. The rights of management include, but are not limited to, the right to:
1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion of policy such as the functions and programs of the City of Portsmouth, standards of services, its overall budget, utilization of technology and organizational structure;
 2. Direct, supervise, evaluate and hire employees;
 3. Maintain and improve the efficiency and effectiveness of the City of Portsmouth;
 4. Determine the overall methods, processes, means and/or personnel by which the City of Portsmouth is to be conducted;
 5. Suspend, discipline, demote or discharge for just cause or layoff, transfer, assign, schedule, promote, or retain employees;
 6. Determine the adequacy of the work force;
 7. Determine the overall mission of the City of Portsmouth as a unit of government;
 8. Effectively manage the work force;
 9. Take actions to carry out the mission of the City of Portsmouth as a unit of local government; and
 10. Promulgate reasonable rules and regulations.
- B. In addition, the Union agrees that all the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its work force, which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 4: DUES DEDUCTIONS

- A. The City agrees to deduct union dues in accordance with this Article for all employees eligible for the bargaining unit upon successful completion of their initial probationary periods and upon receipt from the employee or the Union of an authorization card signed by the employee for that purpose.
- B. The City agrees to deduct regular dues, initiation fees or assessments twice a month or bi-weekly if the City goes to bi-weekly pays from the pay of any employee. Upon receipt of the proper authorization form, the City will deduct the Union dues from the payroll checks for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the City. The City must be given a one (1) month (30)days notice for making any changes in any individual's dues deductions.
- C. The City shall be relieved from making such Individual check-off deductions upon:
 - 1. Termination of employment;
 - 2. Transfer or promotion to a job other than one covered by the bargaining unit;
 - 3. Layoff from work
 - 4. An agreed leave of absence; or
 - 5. Revocation of the check-authorization in accordance to its terms and with applicable law.
- D. Each eligible employee's written authorization for dues deductions shall be honored by the City for the duration of this Agreement, unless the eligible employee certifies in writing by certified mail to the City and the Fraternal Order of Police, Ohio Labor Council that the dues check-off authorization has been revoked, at which point the dues deduction will cease, effective the pay period following the pay period in which the written dues deduction revocation was received by the City.
- E. The City will cause the dues deducted from the eligible bargaining unit employee's pay to be remitted once each month in accordance with this Article to the Controller, Fraternal Order of Police, Ohio Labor, Inc., 222 East Town Street, Columbus, Ohio 43215-4611 no later than the tenth (10th) workday following the end of the pay period in which the deduction is made. A copy of the alphabetical list of bargaining unit members who have had deductions for union dues shall also be transmitted to the Controller of the Fraternal Order of Police, Ohio Labor Council.
- F. It is specifically agreed by the City and the Union that the City assumes no obligation, financial or otherwise, arising out of the provisions of this article after the deductions have been remitted and the FOP/Labor Council agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by anyone arising for the deductions made by the City pursuant to the provisions of the Contract. Once dues are remitted to the Union, their disposition shall be the sole and exclusive obligation and responsibility of the Union.
- G. The City shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues.
- H. It is specifically agreed that neither the employee 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 ninety (90) days after the date such an error was made. It will be corrected at the next pay period that Union dues would normally be deducted by deducting the proper amount.

- I. All non-probationary employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall be required to pay Union dues. Employees are not required to join the FOP as a condition of employment; however, upon completion of their probationary period all employees who are not members of the union shall be required to pay a fair share fee to the Union as a condition of continued employment.
- J. Fair share fees shall be deducted and remitted during the same period as dues, as provided by this Article, provided the employee has received sufficient wages during the applicable pay period to equal the deduction. The deduction of the fair share fee is automatic and does not require authorization by the employee, as outlined in chapter 4117 of the Ohio Revised Code. This arrangement does not require any employee to become a member of the Union, nor shall the fair share fee exceed dues paid by members of the Union who are in the bargaining unit. Any changes in the fair share fee shall be certified by mail to the City.
- K. The Union represents to the Employer that it has promulgated and shall maintain in force throughout the term of this Agreement a fair share fee reduction and challenge procedure for fair share fees of employees who are not members of the Union and which conform to the provisions of Section 4117.09 of the Ohio Revised Code, Federal Law and applicable State and Federal Court decisions.
- L. The Union agrees to hold the City harmless against any and all claims, which may arise in the City's implementation of the fair share fee provisions of this Article, and to comply with all the tenets of law.

ARTICLE 5: 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 limited to, any strike, work stoppage, slowdown, picketing, work speedup, 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 any such strike activity as outlined above, the Union shall immediately notify its members that a violation is in progress, and such notice shall instruct bargaining unit members to return to work.
- 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 actions 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 6: UNION REPRESENTATION

- A. Non-employee representatives of the union shall have reasonable access to the premises of the City for purposes of conducting Union business. They shall immediately report their presence at any work site to Management.
- B. The City shall recognize local Union representatives (one associate and one (1) alternate) known as associates or officers, who shall be permitted to conduct union business (processing grievances) during work times without loss of pay up to 2 hours per grievance not to exceed a total of 4 hours per week provided such Union officials report the beginning and completion of Union business to their immediate supervisor 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 service.
- C. 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.
- D. Members of the Contract Negotiating Committee shall be permitted to attend meetings and negotiation sessions without loss of pay or benefits. The committee shall consist of no more than three (3) members and one alternate member.

ARTICLE 7: NONDISCRIMINATION

- A. The City and the union agree there shall be no discrimination against any employee relating to employment on the basis of race, color, creed, national origin, age, sex, veteran status, or handicap.
- B. There shall be no discrimination, interference, restraint, coercion or reprisals against any employee because of Union membership, or non-membership, or participation in or nonparticipation in any lawful activity on behalf of the Union.
- C. Whenever the male gender or adjective is used in this Agreement, it shall be deemed also to include the female, unless otherwise indicated.

ARTICLE 8: OVERTIME AND HOURS OF WORK

A. Purpose

The purpose of this Article is to provide the basis for the calculation of and payment for overtime and allowed time and shall not be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week, except as provided in this Agreement.

B. With the exception of provisions of this contract, the City shall comply with the Fair Labor Standards Act (FLSA) for calculation and payment of overtime.

1. The normally assigned work schedule of a full-time bargaining unit member shall consist of five (5) days with two (2) consecutive days off. Both FOP Dispatchers and the City of Portsmouth endorse and respect the fundamental concept of eight (8) hours work for eight (8) hours pay.
2. The determination of the starting time of the daily and weekly work schedules shall be made by the City whenever there is a change in work schedules, and the change will be posted.
3. The payroll week shall consist of seven (7) consecutive days of twenty-four (24) hours each. The workday for the purpose of this section shall be the twenty-four (24) hour period beginning when the unit member begins work, except that a tardy bargaining unit member's workday shall begin at the time he reports for work and begins his duties. No dispatcher shall work in excess of sixteen (16) hours in one day unless in cases of emergency, however, should any bargaining unit employee be required to work in excess of sixteen (16) hours, he shall be compensated at one and three-quarters (1-3/4) times his hourly rate for all hours in excess of 16.

With the exception of working their regularly scheduled shift, employees who work two consecutive sixteen (16) hour shifts shall be given forty eight (48) hours of recovery time before working another sixteen (16) hour shift.

4. Overtime rate means one and one-half (1-1/2) times the bargaining unit member's regular rate of pay.
5. Overtime will be paid at the overtime rate for all hours worked that exceed forty (40) hours of work in a week and that exceed eight (8) hours of work in a day.
6. Payment of overtime rates shall not be duplicated for the same hours worked, hours compensated for at overtime rates shall not be counted further for any purpose in determining over-time liability under this Article or any other article of this Agreement. Hours in pay status shall be figured or used in the computation of overtime.
7. The City will make every effort to equally distribute over-time opportunities among all qualified bargaining unit members.

C. The City will agree that the Dispatchers will be relieved for two (2) fifteen (15) minute breaks per day, per shift, as well as permitted time to have lunch, when properly relieved.

The member shall receive one (1) hour of overtime pay or compensatory time, at their option, if not properly relieved for the lunch break.

D. Compensatory time will be limited to one hundred and twenty (120) hours accumulation. Bargaining unit members will be permitted to cash in their comp time hours provided they notify the City in writing prior to when they wish payment. The City will pay the comp time requested at the next closest payroll.

- E. Bargaining unit members may select their shift preferences once each calendar year. The selection will be made at the time of vacation selections, by Seniority and is irrevocable for that calendar year, unless the Police Chief approves the change. The least senior employee will be scheduled on the remaining shifts or openings.
- F. First and third shift full-time bargaining unit members will be paid a shift differential at fifty cents (\$0.50) per hour work. Shift differential shall be paid for all hours worked on the first or third shifts. Part-time employees that work an eight-hour shift shall be paid shift differential if appropriate.
- G. All bargaining unit members are required to work overtime.
- H. Whenever the Police Chief designates an employee to be Chief Dispatcher then the employee shall receive the higher rate of pay for all hours directed to be worked in that Chief Dispatcher position.
- I. Part-time employees will be permitted to elect compensatory time in lieu of overtime payment after the part-time employee has worked forty (40) hours in a week.

ARTICLE 9: 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) working days. No discipline shall be taken against any employee except for just cause.

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 the suspension, as to the reason(s) to the bargaining unit member and his/her representative prior to the start of the suspension.
2. Complaints concerning suspensions for four (4) working days or less shall not require a hearing before the Police Chief, but instead shall be initiated in the second 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 believes he has been unjustly dealt with, request a hearing before the Mayor or his designated representative and such management representatives present that the Mayor may choose and such Union representative present as the union may choose.
 - a. Such hearing shall be held within the five (5) working day suspension period. The period for the hearing may be extended by mutual agreement of the parties.
 - i. In the event the hearing is not requested or not held because of a lack of a request within the five (5) working days referred to above, the Employer shall issue his decision on the case within five (5) working days and the affected bargaining unit member may thereafter present a grievance at any time within five (5) working days from the filing of the Employer's decision with the bargaining unit member and the Union, such grievance shall be introduced at the second 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) working 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 receive full compensation at his regular rate of pay for the time within ten (10) working days from the filing of the Employer's decision.

C. Disciplinary action involving suspension shall be maintained in a bargaining unit member's personnel file for five (5) years providing no intervening discipline occurs. Disciplinary action involving verbal or written warnings will be removed at the end of two (2) years (verbal warnings shall be removed at the end of one (1) year) providing no intervening disciplinary action has occurred. The bargaining unit

member shall be afforded one (1) copy of their personnel file free of charge, additional copies at twenty-five cents (\$0.25) per copy.

- D. A probationary bargaining unit member does not have recourse to the Grievance procedure for his removal during his probationary period on initial employment.

ARTICLE 10: GRIEVANCE PROCEDURE

A. A grievance is an allegation by a bargaining unit member or the Union that the terms of this Agreement have been violated or a dispute concerning the interpretation or application of this Agreement. Bargaining unit members shall be afforded the right to representation at all levels of the procedure. When any such grievance arise, the following procedures shall be followed.

B. Steps of the Grievance Procedure:

1. Step One (First Step)

The party(ies) filing grievance(s) shall have ten (10) working days from the occurrence of the event(s) that gave rise to the grievance(s) or ten (10) working days from the time the grievant(s) should have become reasonably aware of the event(s) that gave rise to the grievance(s) to file the grievance(s) in writing with the Police Chief and a Union Associate present. The Police Chief shall provide a written response to the grievant(s) and the Union associate within five (5) working days.

2. Step Two (Second Step)

If the answer of the immediate supervisor is not satisfactory or is not timely, the Union may appeal the answer of the Police Chief to the mayor or his designated representative within five (5) working days of the date the answer was received or should have been received. The grievance(s) shall be considered at a meeting between the Mayor and the grievant, with the Associate or local Union president in attendance. If the grievance(s) is not settled at the Step 2 meeting, the Mayor shall give a written answer to the Union and the grievant(s) within five (5) working days of the conclusion of the meeting.

3. Step Three (Third Step)

a. If the grievance(s) is not satisfactorily settled at Step Two, the Union may, within thirty (30) calendar days after receipt of the Step Two answer, submit the grievance(s) to arbitration. Upon notification to the Mayor of its intent to arbitrate the grievance, the union and management shall submit a joint request to the Federal Mediation and Conciliation Service for a list of seven (7) arbitrators to be sent to both the Union and the Employer. The cost of the FMCS list will be split by the parties. The parties shall meet within fifteen (15) calendar days of receipt of the list to select an arbitrator. The parties shall use the alternate strike method of selections, with the first strike decided by a coin toss. Either party shall have the right to reject up to two (2) lists of arbitrators before selecting an arbitrator, if this rejection of the FMCS list is made prior to the meeting to strike names. If either party cancels the arbitration, the party cancelling pays any fees or cost due the arbitrator.

b. The Arbitrator shall have no power or authority to make any decision

(i) adding to , subtracting from, modifying, changing or amending in any way the terms and provisions of this Agreement, or any written agreements between the parties.

- (ii) concerning the establishment of wage rates not negotiated as part of this Agreement.
- c. The costs of the Arbitrator, including the travel expenses, hearing room, etc., and a copy of the record of the proceedings shall be borne equally by both parties.
 - (i) Each party shall be responsible for the costs incurred by it in preparing and presenting its case to the Arbitrator, including but not limited to the compensation and expenses of its representatives and the fees and other expenses of its non-employee witnesses.
 - (ii) Either party may have a transcribed record made of the arbitration hearing at its own expense provided it makes copies available without charge to the other party and the Arbitrator.
- d. The Arbitrator shall make his/her decision in conformity with this Agreement and shall not modify or change this Agreement and shall render a decision in writing within thirty (30) days from the close of the hearing and the decision shall be final and binding on the Union and its members and the City of Portsmouth and its bargaining unit members.
- e. If the arbitrator's decision awards the payment of back wages covering the period of the bargaining unit member's separation from the City's payroll, the amount so awarded shall be less any unemployment compensation and shall not include the assumption the bargaining unit member would have worked overtime during the period of separation from the Department's payroll.

C. General

- a. At all steps in the Grievance procedure, the Union representative shall disclose to the City's representative a full and detailed statement of facts relied upon, the remedy sought and the provisions of this Agreement relied upon. In the same manner, the City's representative shall do likewise.
- b. Each grievance processed under the above procedure shall be initiated at the level where the action being aggrieved occurred, unless another initiating point for a grievance is set forth in this Agreement.
- c. The parties may mutually waive the time limits set forth herein.
- d. All grievance settlements reached by the Employer and the union shall be final, conclusive and binding on the Employer, the union and the bargaining unit member(s), provided that a grievance may be withdrawn by the union at any time during any step of the grievance and arbitration procedure and withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievance. The parties may choose to settle any grievance without setting a precedent and all such settlements below Step 2 are non-prejudicial.

e. Untimeliness

If the City does not respond in a timely manner, the grievance will automatically proceed to the next level, if the grievance is otherwise timely. If the grievant or the union fails to timely file a grievance or adhere to any time limits in this procedure, the grievance stands resolved on Management's last answer or position and is not arbitrable or appealable to arbitration.

ARTICLE 11: EARNED SICK LEAVE

- A. All full-time bargaining unit members shall earn sick leave at the rate of 10 hours per month. For the purpose of this section, holiday pay, vacation leave and funeral leave shall be considered time worked.
 - 1. Part-time bargaining unit members will earn .0575 hours of sick leave for each hour worked not to exceed 10 hours per month.
- B. Unused sick leave may be accumulated without limit. When sick leave is used, it shall be deducted from the bargaining unit member's credit on the basis of one (1) hour of sick leave for every one (1) hour of absence or one-half (1/2) hour for medical appointments only from previously scheduled work. Sick leave usage must be taken in increments of one (1) hour or more. The sick leave payment shall not exceed the normal scheduled workday or workweek earnings.
- C. To justify the use of sick leave, a bargaining unit member is required to complete and sign a leave request form. Bargaining unit members absent on sick leave for a period of three (3) consecutive working days may be required to provide a physician's statement verifying the nature of the illness. Falsification of either the signed statement or a physician's certification will be grounds for disciplinary action up to and including dismissal.
- D. A bargaining unit member may utilize paid sick leave to care for ailing members of his/her immediate family. Immediate family is defined as:
 - 1. Spouse;
 - 2. Parent or Legal Guardian;
 - 3. Child or Foster Child;
 - 4. Brother
 - 5. Sister;
 - 6. Grandparent;
 - 7. Grandchild;
 - 8. Mother-in-Law;
 - 9. Father-in-Law;
 - 10. Son-in-Law;
 - 11. Daughter-in-Law;
 - 12. Brother-in-Law;
 - 13. Sister-in Law;
 - 14. Legal guardian or other person who stands in the place of the parent
- E. For a bargaining unit member to utilize paid sick leave for the care of family members other than those above, approval must be received from the bargaining unit member's supervisor or the Police Chief.
- F. When sick leave is requested for the care of a member of the immediate family, the Police Chief may require a physician's certificate stating that the presence of the bargaining unit member is necessary for the care of the ill person.
- G. Sick leave may be used for an on-the-job injury; however, sick leave pay and Workers' Compensation cannot be received at the same time.
- H. Sick Leave Conversion Upon Retirement
 - 1. Bargaining unit members who have attained ten (10) years of service with the City of Portsmouth may convert one-third (1/3) of up to one hundred twenty (120) days of accumulated sick leave upon retirement from the City of Portsmouth.
 - 2. Bargaining unit members who have taken a cash pay out from any other public agency in Scioto County involving sick leave conversion (unless such conversion was caused by employee disability) shall have said number of days deducted from the thirty (30) days maximum payment they could be entitled to from the City of Portsmouth.
 - 3. Bargaining unit members who retire with less than ten (10) years service with the City of Portsmouth are not entitled to sick leave conversion under this Article.

4. In case of the death of a bargaining unit member accrued but unused sick leave shall be paid to said bargaining unit member's estate in accordance with "A" and "B" above.
- I. The bargaining unit members will comply with the attendance plan in Appendix B.

ARTICLE 12: VACATIONS

A. Full-time bargaining unit members 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)

1. Part-time Bargaining unit members shall earn two weeks (ten days/40 hours) vacation with pay per year after working one thousand (1000) hours.
- B. Vacations are granted to full-time employees in accordance with the schedule outline in Section A for TIME WORKED In Pay Status, for part-time employees for time actually worked in accordance with A-1. An employee who requests and receives approval for a leave of absence without pay shall not be credited with vacation time earned for the period of time off without pay. Vacation credit will not be earned while drawing Worker’s Compensation. Vacation time earned for a particular year of service shall be prorated to reflect the employee’s hours in pay status.
- C. Vacation time earned by an individual employee as of his anniversary date during a particular year will be posted in accordance with the schedule outlined in Section A on or about the first of January during that same calendar year. Said vacation time, however, will not have been earned during the same calendar year in which it has been posted.
- D. Vacation time shall, except as provided in Section E, be taken during the same calendar year in which it was posted and shall be based upon the employee’s anniversary date of hire with the City of Portsmouth. Vacation may only be taken for scheduled work time.
- E. An employee who, because of an emergency situation, is unable to take his vacation leave during the calendar year in which it was posted (earned), may request and be granted an option to carry over a maximum of 40 hours of his unused vacation leave into the next calendar year. In no event, however, may the amount of the vacation leave carried over exceed that which the employee had earned in the preceding year.

There shall be a calendar posted on or about December 1 of each year for vacation signups for the following calendar year. The senior dispatcher shall be given three (3) working days to choose up to three weeks (120 hours) of his allotted vacation, two weeks of which must be in a forty (40) hour block followed by the next senior dispatcher who shall be given three (3) working days to choose his/her allotted vacation time and so forth until all Dispatchers have chosen their allotted vacation. Vacations may be taken by the day, week, or multiple weeks.

Once vacation scheduling has been established, the Dispatcher shall be permitted to change a vacation schedule with the approval of the Police Chief however; a Dispatcher shall not be permitted to bump another Dispatcher from his/her schedule once the vacation allotments have been made.

- F. Whenever vacation cannot be granted to two (2) or more employees for the same requested period because of operational needs of the Employer, the employee with the most seniority will be granted the vacation.
- G. An employee shall be paid at his current rate of pay for all unused and accrued vacation leave earned at any time of separation from employment with the City. Vacation pay shall be prorated according to the individual employee's completed months of service and shall be based upon the employee's anniversary date of hire with the City.
- H. Bargaining unit members will not be required to carry beepers on their vacation day(s).

ARTICLE 13: HOLIDAYS

- A. The City of Portsmouth shall recognize the following holidays for full-time bargaining unit members:
1. New Years Day
 2. Memorial Day
 3. Independence Day
 4. Labor Day
 5. Veteran's Day
 6. Thanksgiving Day
 7. Day After Thanksgiving
 8. Christmas Eve Day
 9. Christmas Day
 10. Martin Luther King's Birthday (Celebrated)
- B. Any full-time bargaining unit member who has completed his initial probationary period and who is required to work on any of these holidays or on the day observed as the holiday shall receive time and one-half his regular rate of pay, in addition to this regular day's pay. Part-time employees will be paid double time only for all hours worked on any of the above listed holidays.
- C. Should any one of these holidays fall during a vacation leave or any scheduled day off, the bargaining unit member shall receive an additional day's pay or day off, whichever he chooses.
- D. 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.
- E. Each full-time member of the bargaining unit at the completion of their probationary period will receive one personal day every six months, personal days will not exceed two in any 365 day calendar. Bargaining unit members may apply for and use the personal leave as listed below.
1. All bargaining unit members will apply for personal leave at least 48 hours in advance of its use, except in extreme emergencies, in which case the 48 hours will be waived.
 2. Personal leave will be applied for in writing and granted in writing by the Police Chief or his designate.
 3. Personal leave must be taken in eight (8) hour increments only.
 4. Personal leave is non-accumulative from year to year.

ARTICLE 14: LEAVES OF ABSENCE

A. Funeral Leave

1. Bargaining unit members shall be entitled to a maximum of three (3) consecutive working days funeral leave (five {5} days if over two hundred {200} miles from Portsmouth as per the personnel policies), one of which must be the day of the funeral which the bargaining unit member attends, for a death in the immediate family. Immediate family is defined as only the following individuals who are related to the bargaining unit member, not the bargaining unit member's spouse:

- | | |
|-----------------------------|-----------------------------------------------------------------------|
| 1. Spouse | 8. Mother-in-Law |
| 2. Parent or Legal Guardian | 9. Father-in-Law |
| 3. Child or Foster Child | 10. Son-in-Law |
| 4. Brother | 11. Daughter-in-Law |
| 5. Sister | 12. Brother-in-Law |
| 6. Grandparent | 13. Sister-in-Law |
| 7. Grandchild | 14. Legal guardian or other person who stands in place of the parent. |

2. Leave due to the death of other family members may be granted with the approval of the Police Chief if the bargaining unit member submits, in writing, the special circumstances. Once such leave is approved by the Police Chief, it will be charged to sick time, taken without pay, or taken in accordance with the procedure for any other approved leave provided for in this Agreement.

B. Jury and Witness Service

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. 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. Military Leave

1. Any full-time City of Portsmouth employee who enlists in the United States Armed Forces shall be granted a military leave of absence in accordance with Ohio Revised Code Section 5923.05.
2. National Guard and Reserved Service
The City of Portsmouth supports the concept that a strong defense of our country is best accomplished through citizen-soldiers. Therefore, no bargaining unit member's job or career

opportunities will be limited because of his service in the National Guard or any branch of the reserves. Bargaining unit members shall be granted leaves of absence for two weeks or eighty (80) hours within any one (1) calendar year without loss of pay for military training in the Guard or Reserve.

The bargaining unit member will be compensated the difference between such bargaining unit member's regular compensation as provided by this Agreement and that received by him for military service. Proof of assignment shall be provided in the form of a copy of the military orders given to the bargaining unit member's supervisor and military pay stubs provided to the City's Auditor. Bargaining unit members desiring to enter the Guard or Reserve are required to first contact the Police Chief to discuss any work scheduling problems which may arise as the result of such service.

D. Pregnancy Leave

1. A bargaining unit member may use her accumulated sick leave for absence due to pregnancy or for absence due to any medical condition related to pregnancy, childbirth or postpartum recovery. At her option, the bargaining unit member may use accrued vacation for pregnancy, childbirth, or infant care.
2. A bargaining unit member's physical incapacity or disability related to pregnancy, childbirth, or postpartum recovery shall be treated the same as any other medical condition under the unpaid disability leave policy. Thus, if the bargaining unit member has exhausted accumulated sick leave and remains disabled or physically incapacitated from returning to her duties because of pregnancy, childbirth or postpartum recovery, she may request an unpaid leave under that policy.
3. An unpaid disability leave should not extend beyond the duration of the physical disability or incapacity related to pregnancy, childbirth, or postpartum recovery. A bargaining unit member's request for a leave of absence for infant care purposes shall be treated as a request for an unpaid leave of absence for personal reasons and shall be granted or denied in accordance with the appropriate subsection of this Article.

E. Unpaid Disability Leave

1. A bargaining unit member may be granted a leave of absence without pay for up to one (1) year for illness, disability or after having exhausted his earned leave, and other emergencies or valid reasons. Under no circumstances will any leave of absence be granted for the purposes of working elsewhere including self-employment.

2. The Police Chief shall decide in each individual case if a leave of absence is to be granted, within the limitations of this Agreement. Such leave shall be requested on a standard form designated by the City.
3. A bargaining unit member on such leave will be guaranteed his position with the City for one (1) year. If he does not return to work after one (1) year, he may return to another position for which he is qualified within the next year if such a position is available. If said bargaining unit member has not returned to work with the City after a period of two (2) years, his employment with the City shall be terminated unless the employee has retired on a PERS disability retirement.
4. Employees who are receiving a PERS disability pension may return to work within three (3) years from the date the employee went on disability leave if PERS declares the employee is able to work and discontinues their retirement.
5. A bargaining unit member on an unpaid disability leave does not earn sick leave or vacation leave, nor is he entitled to any holiday pay. A bargaining unit member on an unpaid disability leave must pay the premium cost for health insurance for him/herself (and for dependent coverage, if applicable) in order to keep the coverage in effect during the leave.

F. Unpaid Personal Leave

Bargaining unit members may request an unpaid leave of absence from the City for personal reasons. The decision whether to grant the leave is left to the Police Chief's discretion. Personal leave may be granted for up to six (6) months for any personal reasons of the bargaining unit member, which are deemed sufficient grounds for leave by the Police Chief.

G. Family and Medical Leave

In accordance with the Family and Medical Leave Act of 1993, bargaining unit members who have worked at least 1,250 hours in the past twelve (12) months shall be annually entitled to a maximum of twelve (12) weeks of unpaid sick leave for the following reasons:

1. the birth of and care for a newborn son or daughter;
2. for a placement of a son or daughter with the bargaining unit member for adoption or foster care;
3. to care for a seriously ill spouse, child or parent; or
4. because of their own serious health condition.

Entitlement to leave pursuant to G (1) above or G(2) above shall end upon the child reaching age one (1) or twelve (12) months after the date of adoption or foster placement.

Bargaining unit members must give the City at least a thirty (30) days notice, or as much notice as is practicable in foreseeable situations.

After applying for leave under this section, bargaining unit members may be required to use their accumulated paid leave prior to using unpaid leave, not to exceed a maximum combination of twelve (12) weeks. (For example: 4 weeks of paid sick leave and 8 weeks of unpaid leave combination.)

Provided the employer notifies the employee of such a requirement upon request of leave, medical certification shall be required to substantiate leave for the reasons stated in G (3) and G(4) above, the Employer having the option of second opinion at the Employer's expense. Medical certification shall include the following;

1. the date the condition began;
2. the probable duration of the condition;
3. appropriate medical facts regarding the condition and the necessity for leave; and
4. a statement that the bargaining unit member is unable to perform the essential functions of his/her position during this period of leave.

Bargaining unit members may be entitled to use family and medical leave on an intermittent or reduced leave schedule basis upon mutual agreement between the Employer and employee and provided all requirements have been satisfied.

1. When a bargaining unit member uses family and medical leave on an intermittent or reduced leave schedule basis, the Employer may temporarily transfer the bargaining unit member to an alternative position with equivalent pay and benefits which would better accommodate the recurring periods of leave and not disrupt the services provided to the public. Upon return from leave, the bargaining unit member shall be restored to his former position or an equivalent position.

Health Insurance benefits shall continue during the period of family and medical leave, not to exceed a total of twelve (12) weeks per year, with the Employer paying the Employer's share of the health insurance premium. The employee must make arrangements for payment to continue his portion of the health insurance premium. The Employer may recover any premiums paid if the employee fails to return to work for a period of at least thirty (30) calendar days unless the failure to return was due to the continuance, recurrence or onset of a serious health condition or due to other circumstances beyond the bargaining unit member's control.

For the purposes of this Article, the following definitions shall apply:

1. "Serious health Condition"- an illness, injury, impairment, or physical or mental condition which involves inpatient care of three (3) days or more in a hospital, hospice, or residential care facility, or continuing treatment of at least two (2) or more visits or supervision by a health care provider.
2. "Reduced Leave Schedule"- a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of a bargaining unit member.

ARTICLE 15: PROBATIONARY PERIOD

- A. The probationary period for newly hired full-time employees will be one hundred twenty (120) working days. Part-time employees will serve a nine hundred and sixty (960) hour probationary period.
- B. During the probationary period, the employee shall have no seniority rights under this Agreement. After completion of the probationary period, however, employees shall be credited with seniority from the first date of hire.
- C. Bargaining unit members working part-time who have completed and who have passed a civil service test do not have to be retested by the Portsmouth Civil Service Commission to be considered for a full-time position.

ARTICLE 16: SENIORITY

- A. Seniority shall be defined as the length of continuous service from the employee's most recent date of hire, most recent date of entry into the department, or most recent date of entry into the classification, whichever may apply, however, when an employee is laid off and subsequently recalled his seniority shall be determined from his most recent date of hire. Seniority shall not be available to employees during their probationary period, but shall be retroactive to the date of hire upon successful completion of the probationary period. Permanent, part-time employees shall accrue seniority on a pro-rated basis.
- B. Seniority shall be lost when an employee:
1. Resigns;
 2. Is discharged for just cause;
 3. Is laid off and not recalled within one (1) calendar year from the effective date of layoff or reduction or the length of the employee's service in the bargaining unit, whichever is the longer period of time;
 4. Is off the payroll for any reason (except layoff) whatsoever, except military service, approved sick leave or injury leave, for one (1) calendar year.

ARTICLE 17: ESTABLISHMENT OF NEW POSITIONS

- A. If a new job is established within the bargaining unit, or there is a substantial change in the job duties in a position within the bargaining unit, the City and the Union will immediately enter into discussions to determine if the wage rate for the job should be adjusted either up or down to correspond to the new duties. Substantial change is defined as a change of duties effecting twenty-five percent (25%) or more of the existing duties either adding to or deleting from the position.

- B. Should the City and the Fraternal Order of Police/Ohio Labor Council, not be able to reach agreement on the approximate wage rate within ten (10) working days from the time the changes are instituted, the City has the unqualified right to make the changes in duties and rate of pay. The Union may grieve this decision within thirty (30) days or the changes become permanent and no further grievances or meetings shall be considered on these changes and/or adjustments in pay rates.

ARTICLE 18: REIMBURSEMENT ALLOWANCES AND
LONGEVITY PAY SUPPLEMENT

- A. Personal items of the bargaining unit members lost, damaged or stolen in the performance of their duties will be replaced or repaired by the City up to \$150.00 after any insurance reimbursement or claims. Items lost, damaged or stolen must be reported immediately to the Police Chief, but no less than twenty-four (24) hours after the incident giving all relevant details. Reimbursements must be approved by the Police Chief. Personal items are defined as rings, watches, prescription eye glasses, dentures, contact lenses or any article approved by the Police Chief for use during working hours. Approvals must be written. This paragraph A does not apply to articles lost, damaged or stolen due to the inattention of the bargaining unit member or their own negligence. The City will not reimburse for any jewelry, except watches that do not exceed twenty-five dollars (\$25.00) in value.
- B. All Bargaining unit employees who have completed the years of service shall receive a longevity pay supplement as follows:

<u>Year of Service</u>	<u>Yearly Completed Service Supplement</u>
<u>5 years</u>	<u>\$ 265.00</u>
<u>10 years</u>	<u>\$ 385.00</u>
<u>15 years</u>	<u>\$ 445.00</u>
<u>20 years</u>	<u>\$ 510.00</u>
<u>25 years</u>	<u>\$ 570.00</u>

Payable on or about December 1st after the anniversary date of the employee, that has completed the 5th, 10th, 15th, 20th, and 25th anniversary.

- C. All employees are expected to attend work clothed in an acceptable manner to the Police Chief and public safety. No see-through apparel, halters, tank tops, thongs, etc. will be permitted.

ARTICLE 19: HEALTH AND SAFETY

- A. To insure insofar as possible and contingent upon available funds that all necessary facilities, supplies, radio communications equipment, and all other equipment is in the best and safest possible working condition so that members may safely and effectively carry out their duties. The City shall attempt to prevent a condition to exist, which may significantly endanger members of the Union in the performance of their duties.

- B. Department members are responsible for observing all safety rules and regulations and reporting all incidents and injuries within twenty-four (24) hours, or in a timely manner.

ARTICLE 20: HOSPITALIZATION INSURANCE

- A. The City shall make available to full-time 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 said hospitalization premium costs. Members enrolled with a family plan 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 costs. Said employee payment will be deducted from the employee's bi-weekly regular payroll checks, the monthly deduction 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 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.
- E. The City shall maintain for bargaining unit members, a minimum Three thousand (\$3,000) dollar life insurance policy.

ARTICLE 21: STAND-BY PAY

- A. Bargaining unit members scheduled or designated by the Police Chief to be on stand-by shall receive \$780.00 per month to be on stand-by, or \$780.00 prorated for any part of the month required to be on stand-by. Any employee assigned emergency standby who calls-off sick and does not answer the page and respond will forfeit twenty-five percent (25%) of their standby pay to the person who is called in.
- B. It is agreed that bargaining unit members shall not be required to be on stand-by for more than two (2) consecutive weeks which coincide with pay period, unless circumstances dictate otherwise.
- C. Bargaining unit members shall not be scheduled vacation for weeks they are assigned stand-by status nor trade with other bargaining unit members without the Police Chief's approval in writing.
- D. The City will maintain a supply of replacement batteries at the dispatch office and each dispatcher will replace the battery with a fresh one at the beginning of their standby period. The dispatcher will keep the pager with them at all times and it will be solely their responsibility to immediately return the call when paged.
- E. Any dispatcher who calls off sick after being paged, may be required to provide a physician statement at the request of the Chief.

ARTICLE 22: TRAINING

- A. It is understood that every attempt shall be made by the City to provide training opportunities to pertinent subjects to all dispatchers. Further, it is agreed that these opportunities will be made available when it is operationally permissible.
- B. The City shall provide at no cost the Bargaining unit member annual training on Stress Management.

ARTICLE 23: ALCOHOL AND DRUG TESTING

- A. Alcoholism and drug abuse or addiction is 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.
- B. Appropriate management or supervisory personnel may order any on-duty employee of the department 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. An employee may of his own volition, even if he is not ordered to do so, may 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. The City will randomly test employees and when they are involved in a work place accident.
- C. 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 order the employee to undergo 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 a loss of pay before the time the confirmatory test results are complete.
- D. 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 shall be in accordance with 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 the rehabilitation or detoxification program. Upon the completion of the 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.
- E. If the employee:
 - 1. Refuses to take a screening or confirmatory test or to undergo rehabilitation or detoxification;
 - 2. Fails to complete a program of rehabilitation or detoxification; or

3. 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.

- F. All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with state and federal law.
- G. 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.
- H. The Employer shall use the drug testing procedure in good faith. It shall not be used as a method to harass employees.
- I. Employees must notify the Employer of any prescription drug use, which may affect his job performance.

ARTICLE 24: INTEGRITY OF AGREEMENT

- A. The City and the Union agrees 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 or to any other matter.

The City 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 25: SOLE RECOURSE

- A. This Agreement will be the sole recourse available to employees represented by the Union accordingly under the Ohio Revised Code Section 4117.10(A).
- B. This Agreement supersedes all other Agreements, clauses and memorandums between the City of Portsmouth and employees in the bargaining unit and, unless made a written part of this Agreement, shall be considered null and void on the effective date of this Agreement.

ARTICLE 26: 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 at mutually convenient times to discuss means of increasing productivity, resolving day to day problems that arise, exploring methods or procedures, assessing educational opportunities, and promoting labor-management harmony. The party requesting the meeting shall prepare an agenda for discussion, which shall be given to all participants at least three (3) calendar days prior to the meeting. The meeting may be quarterly or as requested.

ARTICLE 27: WAGES

- A. Effective January 1, 2012 members of the bargaining unit will be paid in accordance with Appendix A of this Agreement.
- B. Effective January 1, 2012 and January 1, 2013, employees shall receive no wage increase; all employees shall be paid the wage as specified for contract year 2011.

Contract Year 2014: 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 will be subject to and conducted in accordance with Chapter 4117 of the Ohio Revised Code.

- C. Bargaining unit members will be paid in accordance with their job classification and pay rate as found in Appendix A attached to and made a part of the Agreement.
- D. The City will continue to pick-up ten percent (10%) of the employee's PERS contribution in addition to the City's share of PERS.

ARTICLE 28: TERMINATION AND SAVINGS CLAUSE

- A. This Agreement constitutes the entire contract between Management and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. Therefore, Management and the Union, for the duration of this Agreement, waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter which is specifically referred to herein.
- B. This Agreement shall become effective as of the signing of this Contract, except as otherwise indicated herein, and shall remain in effect up to and including December 31, 2014, and shall automatically renew itself from year thereafter, unless written notice to terminate or amend this Agreement is given by either party to the other at least sixty (60) days prior to December 31, 2014, or prior to the date of expiration of any annual renewal thereof.
- C. If notice of termination shall be given, negotiations for a new Agreement shall take place during the sixty (60) days prior to the expiration of this Agreement. Negotiations shall commence within two (2) calendar weeks following receipt of the notice of intent unless extended by mutual agreement.
- D. Should a court of recognized jurisdiction determine that a provision of this Agreement is illegal, then such provisions shall be automatically terminated. 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 and the Union shall promptly meet for the purpose of negotiating a lawful alternative provision.

APPENDIX A

Effective January 1, 2012

	Probationary Rate	End of Probation	1 st Yr.	2 nd Yr.	3 rd Yr.
Dispatcher	\$ 11.64	\$ 12.70	\$ 13.41	\$ 14.11	\$ 15.53
Lead Dispatcher	\$ 16.23	\$ 16.92			

Effective January 1, 2013

	Probationary Rate	End of Probation	1 st Yr.	2 nd Yr.	3 rd Yr.
Dispatcher	\$ 11.64	\$ 12.70	\$ 13.41	\$ 14.11	\$ 15.53
Lead Dispatcher	\$ 16.23	\$ 16.92			

Effective January 1, 2014: As agreed with Wage Re-opener

APPENDIX B: CITY OF PORTSMOUTH 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. Absenteeism creates numerous problems- especially unscheduled absences. Problems include costs 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 very member's job working for the City of Portsmouth. Members who cannot or will not, fulfill their responsibilities create cause for management to take action in accordance with this policy.

Should a member have attendance, tardiness or absenteeism problem, management will make a case-by-case analysis to determine appropriate corrective action. Factors taken into consideration will include:

- 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 economic cost 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 this policy and/or the collective bargaining agreement.
- 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 discipline 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.

SUSTANTIAL EVIDENCE DEFINED

Substantial evidence includes all evidence 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.

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.

FRAUDULENT USE

Misrepresenting the need for leave or claiming illness or injury under false pretenses is fraud. Fraudulent use of leave privileges is theft of time and services. Member fault is a necessary element of proof for 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 prearranged with management. Non-scheduled absenteeism is absenteeism that doesn't fit the definition of scheduled absenteeism.

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

Examples of Scheduled and Non-Scheduled Absenteeism

Scheduled	Non Scheduled
Arranged use of Sick Leave	Calling off sick according to Agreement
	Leaving work early without permission

NOTIFICATION REQUIREMENTS

Members are required to notify their supervisor, or designated person, 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 member 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 absenteeism (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.

Voluntary Resignations

Absence without notice and without sufficient reason for providing a notice for three consecutive work shifts is considered to be a voluntary resignation.

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 to corrective and disciplinary action.

WHEN SICK LEAVE MAY BE USED

Sick Leave may be used in accordance with Article 11 and State of Ohio laws, and Federal laws.

Police/Fire Dispatchers
Fraternal Order of Police/Ohio Labor Council
Contract Period: January 1, 2012—December 31, 2014

Signed this 27th day of August, 2012.

FOR THE UNION

W. Elson
Wes Elson, FOP/Ohio Labor Council, Inc.

Chris M. Howard
Christopher Howard, Union Representative

Melissa Sissel
Melissa Sissel, Union Representative

FOR THE CITY OF PORTSMOUTH

David A. Malone
Mayor David A. Malone

Juanita Jewett
Juanita Jewett

Sam Sutherland

John Haas
John Haas, City Council President

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): 11-MED-10-1631
EMPLOYEE ORGANIZATION,	}	(Dispatchers)
	}	
and,	}	
	}	
CITY OF PORTSMOUTH,	}	
EMPLOYER.	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,

Tara M. Crawford
Paralegal
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

cc: Mr. David Malone
dmalone@portsmouthoh.org